

JAMS

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CENTURY PRODUCTS, LLC, a
California limited liability
company,

Claimant,

vs.

CENTURY-BOARD USA, LLC, et al.

Respondents.

ORIGINAL

CASE NO. 1220033832

CONFIDENTIAL

CONFIDENTIAL

DEPOSITION OF WADE BROWN

VOLUME I

SAN DIEGO, CALIFORNIA

NOVEMBER 17, 2005

ATKINSON-BAKER, INC.
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REPORTED BY: RUTH N. VALDIVIA, CSR NO. 11752, RPR
FILE NO.: 9F0996C

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California limited liability -)
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Claimant,)
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vs.)
CENTURY-BOARD USA, LLC, et al.)
)
Respondents.)
)

CASE NO. 1220033832

Deposition of WADE BROWN, VOLUME I, taken on
behalf of the Claimant, at the Tremblay & Schluederberg, 450
"B" Street, Suite 2000, San Diego, California, commencing at
10:26 a.m.; Thursday, November 17, 2005, before Ruth N.
Valdivia, CSR No. 11752, RPR.

A P P E A R A N C E S

FOR THE CLAIMANT:

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- and -

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FOR THE RESPONDENTS:

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ALSO PRESENT:

JOHN TAYLOR

I N D E X

WITNESS: WADE BROWN, VOLUME I

EXAMINATION

PAGE

BY MR. TREMBLAY

5

EXHIBITS

NUMBER

CLAIMANT'S
DESCRIPTION

PAGE

1	-	Declaration of Wade Brown in Support of Plaintiff's Ex Application For Temporary Restraining Order	116
2	-	Century-Board Proprietary Chemistry & Process	132
3	-	Trade secrets - confidential document	155

QUESTIONS WITNESS WAS INSTRUCTED NOT TO ANSWER:

(None)

INFORMATION REQUESTED:

(None)

1 Thursday, November 17, 2005, 10:26 a.m.

2 San Diego, California

3
4 WADE BROWN, VOLUME I,

5 having first been duly sworn, was
6 examined and testified as follows:

7
8 EXAMINATION

9 BY MR. TREMBLAY:

10 Q. State your full name for the record, please.

11 A. Wade Brown.

12 Is Wade enough?

13 Q. Sure.

14 A. Okay.

15 Q. Mr. Brown, I'm going to leave the door open. It's
16 usually pretty quiet. If it disturbs you at any time during
17 the deposition, just bring it to my attention.

18 A. Okay.

19 Q. And I'll close it during the deposition.

20 MR. TREMBLAY: Same thing with you, Mr. Julander.

21 BY MR. TREMBLAY:

22 Q. This is the advertisement of place for your
23 deposition and arbitration. Is there any reason why we
24 can't examine you today?

25 A. No.

1 Q. Thank you for making yourself available.

2 Have you had your deposition taken before?

3 A. Maybe 30 years ago.

4 Q. Let me go over some of the ground rules, so to
5 speak, in a deposition. This is a proceeding that's formal
6 in name, despite the fact that we're in informal
7 surroundings, that is, my law office.

8 It's not a marathon, it's not a race. If you need
9 to take breaks, please let me know. We'll afford you that
10 opportunity. We can even give you a private room if you
11 want to consult with your attorney, you know. I want you to
12 have the full opportunity to consider my questions and give
13 your best answers. I'm looking for full and complete
14 answers to the questions.

15 Do you understand that?

16 A. I do.

17 Q. My style may be different from what you may have
18 seen 30 years ago, and it's certainly different from TV. I
19 want you to have an opportunity to consult with counsel. If
20 there's a question pending and you really need to consult
21 with counsel before you give me the answer, let me know.
22 I'll give you the opportunity to sit privately and come to
23 your full understanding of the question and give me the full
24 answer.

25 Do you understand?

1 A. I do.

2 Q. So you just need to bring it to my attention.

3 There's water and coffee available, so take your
4 time with that.

5 My job in the deposition is, really, to ask
6 questions that you understand. All right? I will assume
7 that I'm doing that, unless you bring that to my attention.

8 A. Okay.

9 Q. I'm not a mind reader. And unless you say it on
10 the record, both I and anyone that reads this transcript at
11 a later date will assume that the answer that you gave under
12 oath is to a question you fully understood.

13 Do you understand that?

14 A. Yes, um-hum.

15 Q. You've been administered an oath, same oath that's
16 administered to the one that comes to testify in a
17 proceeding. It may be in a court of law or an arbitration
18 in this matter, and it carries with it the same obligation,
19 despite the informalities of our surroundings.

20 Do you understand that?

21 A. I do.

22 Q. Very good.

23 If at any time I may ask follow-up questions that
24 I may not quite understand your answer, it's not to try to
25 elongate the process. I truly may not understand something.

1 The same thing with you. You may ask me to
2 explain, "What do you mean by that phrase?" I will attempt
3 to rephrase something so that you understand. All you need
4 to do is ask me. Fair enough?

5 A. Fair enough.

6 Q. Okay. Very good.

7 You'll have an opportunity at a later time to
8 review the transcript that is a booklet of this deposition.
9 You may recall from some 30 years ago, it will have
10 questions and answers on the page that you'll be asked to
11 read. You'll have an opportunity at that time to change
12 your answer. You can't change the questions.

13 That was actually in a deposition in a foreign
14 country at one time, and we were using American reporters.
15 And it came back -- in that particular country, the way they
16 do things there, they do kind of get to change questions.
17 It's more of a written deposition kind of style, and I
18 wasn't aware of that. And it was pretty fun. We stipulated
19 we were taking it under the American rules, come back, and
20 questions are changed too. You don't get to do that. The
21 questions are what they are.

22 A. Okay.

23 Q. But you will have an opportunity to change your
24 answer. Whether you change the answers or not, you will be
25 asked again to state under oath under penalty of perjury,

1 presuming we have the stipulation -- if not, the Code
2 provides for it -- that, once again, you reviewed it,
3 whether you made changes or not, it's the truth under
4 penalty of perjury.

5 Do you understand that?

6 A. Yes.

7 Q. It's a serious matter to make sure your answers
8 are correct and you're given the opportunity. If you change
9 an answer at a later date that you gave here today -- I'm
10 not talking about an address change or a change to a
11 spelling of a word, a pronoun, things of that nature. We
12 may get into the chemical words today and -- and your
13 pronunciations may translate phonetically, may show up
14 different in the transcription. No one is going to make
15 great challenge to that.

16 But, if you were to change the substance of your
17 testimony in this matter, if you were to say something was
18 of a molecular weight X and, actually, you changed it and it
19 was a substantive answer, later on or that you -- that A
20 party said something and you changed that person, no, it
21 wasn't that party, those kinds of substantive answers, any
22 lawyer in this case, even your own lawyer, could raise that
23 as an issue later on in the hearing?

24 It's unlikely your own lawyer would raise that,
25 but a lawyer like myself could raise that. And it could be

1 pointed out that your recollection is at least faulty, if
2 not intentionally misleading. So it's to your best interest
3 that you understand the question before you answer it; and
4 two, that you give the best and fullest answer that you can
5 at that particular point in time that you're giving the
6 answer.

7 Do you understand that?

8 A. I do.

9 Q. Okay. In that regard, you've been very good at
10 this, and I appreciate it already. Allow me to ask my
11 questions in its full extent. Lawyers have a tendency to
12 sometimes ask it in parts, and I will try to avoid that.
13 I'll try to ask you concise questions, but let me get it all
14 out.

15 A. Okay.

16 Q. Then you might want to -- what I've seen that's
17 very effective and helpful for a deponent is to mentally
18 take a momentary pause to make sure you heard the question,
19 as opposed to what you thought the question was going to be.

20 Take a momentary pause, and then answer it.

21 That way, we're providing a courtesy to the
22 certified reporter, we're not stepping on each other's
23 language, and that way, it's easier for her to hear exactly
24 what's going on. Keep your voice up and speak directly, and
25 you won't have any problems in that regard.

1 It allows another opportunity. It allows an
2 opportunity for corrections of the record or protection of
3 the record. That is, your counsel may want to interject an
4 objection. You can essentially ignore the objections that
5 are raised, unless your counsel instructs you not to answer
6 a question. That one, you should confer with him on it,
7 okay, as to what you want to do.

8 But as to objections on the record, you can let it
9 be said. And unless your lawyer tells you, "Don't answer
10 the question," you're still obliged to answer the question.

11 Do you understand that?

12 A. I do.

13 Q. Okay. Very good.

14 Do you have any questions of me before we start?

15 A. No.

16 Q. Do you feel that we can start at some point in
17 time?

18 A. I think we can start.

19 Q. Thank you very much.

20 My name is Don Tremblay. I represent
21 Century Products in this matter and Ameren Energy Fuel &
22 Service Company to the extent that they're involved in this,
23 and Mr. Robinson is sitting at my right.

24 I'll be examining, and what I'd like to know first
25 is, have you ever been a party to any form of litigation,

1 arbitration, prior to this litigation and arbitration?

2 A. Yes.

3 Q. Okay.

4 MR. JULANDER: Counsel, clarification. "This
5 litigation," you're including the Orange County action?

6 You're talking about it as one package?

7 MR. TREMBLAY: Yes, I am.

8 MR. JULANDER: Do you understand that?

9 THE WITNESS: Yes, I do.

10 BY MR. TREMBLAY:

11 Q. Whenever I'll refer to litigation, I'll be meaning
12 your Superior Court action against my client and the
13 arbitration. As I get into more detail, I may call it the
14 Superior Court action to distinguish that part of the
15 litigation in Superior Court versus the arbitration, what
16 we're dealing in now.

17 With respect to prior litigation or arbitration,
18 can you identify for me how many instances it was that you
19 were a party to any such matters prior to this one?

20 A. Does it matter whether it's related to this
21 business, Century-Board, or just my life you're talking
22 about?

23 Q. I want to know everything. I want to know all
24 litigation, all arbitration.

25 A. Even as a witness?

1 Q. No, a party, whether you were proceeding against
2 someone else or someone was proceeding against you or a
3 combination thereof.

4 A. And it had to go to actual arbitration or court?

5 Q. It was something that was filed against you or you
6 were filing against somebody else, not that you actually
7 testified, but that you filed formal things.

8 A. "Filed"? Yeah, I think it was two incidents.

9 Q. And what would be the first one that you want to
10 tell me about? I don't care about time.

11 A. First, it was with the inventory with the
12 technology, Mushovic and his former employer.

13 Q. Their name?

14 A. Well, it's -- John Mushovic was the inventor, and
15 the employer was Hoppmann Corporation, two Ps, two Ns.

16 Q. And the second one?

17 A. The second one was with -- another clarification.
18 Is it me personally or my company?

19 Q. I'm going to go through your company, too. Let's
20 start with you personally.

21 A. Well, actually, I'm wrong. Neither one of these
22 include me personally.

23 Q. Very good. Thank you very much.

24 Let's get the second one out.

25 A. The second one is with a firm called

1 Century-Board -- no, wait, Century-Board West. I think
2 that's right.

3 THE WITNESS: John, you know who he is?

4 BY MR. TREMBLAY:

5 Q. Let me say something else, too, while we're on the
6 record. And I appreciate that. That's fine. What I want
7 is your best knowledge. Okay? If you need to confer, the
8 only person you really want to confer with is your counsel.

9 A. Sorry.

10 Q. No, it's all right.

11 MR. ROBINSON: But if you really insist, we'll
12 give you really good answers to give.

13 BY MR. TREMBLAY:

14 Q. With the levity aside --

15 MR. ROBINSON: Okay. I'm sorry.

16 MR. TREMBLAY: No. That's fine.

17 BY MR. TREMBLAY:

18 Q. It's just that I'm trying to plumb the depths of
19 your recollection?

20 That brings up another point that I should tell
21 you about. Sometimes I may ask you a question and you may
22 give an answer and I'll come back and rephrase it. I'm not
23 trying to be dramatic or anything of that nature. I'm
24 really plumbing the depths.

25 For an example, you may say, "I don't remember."

1 I may approach it different ways to try to plumb the depths
2 of a question. Sometimes by asking it a different way, your
3 recollection may be sparked. And also, at some point in
4 time, you are obliged to tell me what you know. All right?

5 Also, as the deposition goes on, you may recall
6 something to a question previously. You should confer with
7 counsel and say, "Geez, do I need to amend the answer?" My
8 recommendation to my clients is always yes. Okay?

9 You might come in after a break and say, "You
10 know, I gave an answer earlier this morning. I really need
11 to amend it." We will let you do that. Once again, you
12 know, the point is to get everything out at this point?

13 A. Okay.

14 Q. All right. So that's why, you know, asking -- you
15 know, most times, clients -- what I've seen happen is a
16 client goes, gee, Mr. Robinson, is that right? You know, we
17 don't want to hear what Mr. Robinson has to say. We only
18 want to hear what Mr. Taylor has to say.

19 A. Okay.

20 Q. Okay. So let's go back in time. But the question
21 I had before you that you've answered partially was
22 Century-Board West was one of the lawsuits?

23 A. Yes.

24 Q. And was there any other parties involved on the
25 side that was involved with Century-Board that related to

1 Century-Board?

2 Is it just Century-Board West?

3 A. Yes.

4 Q. Okay. Very good.

5 Now, you had kindly told me that those were not
6 litigations involving yourself as an individual.

7 A. I think that's correct, yes.

8 Q. Okay. Very good.

9 The question I have to you, is it correct, then,
10 you, as an individual, have not been a party to litigation
11 or arbitration proceedings prior to this litigation and
12 arbitration?

13 A. I believe that's correct, yes.

14 Q. Okay. Very good. Thank you very much.

15 Okay. Now, it's my understanding, from reading
16 the information in this particular case, that you're
17 affiliated through ownership with a company called Ecomat;
18 correct?

19 A. Yes.

20 Q. Have I pronounced it correctly?

21 A. Yes.

22 Q. Okay. Very good.

23 The other company would be Century-Board. Is that
24 a Nevada corporation?

25 A. Century-Board USA is a New York corporation -- or

1 LLC, not "corporation."

2 Q. Okay. Very good. Thank you.

3 Are there any other companies that -- and excuse
4 me. Let me withdraw that question.

5 You have an ownership in both those companies;
6 correct?

7 A. That's correct.

8 Q. Now, are there any other companies that you have
9 an ownership interest in?

10 A. Period?

11 Q. Period.

12 MR. JULANDER: Objection to the extent it calls
13 for personal financial information.

14 MR. TREMBLAY: He can answer that "yes" or "no."

15 MR. JULANDER: Okay.

16 THE WITNESS: Yes.

17 BY MR. TREMBLAY:

18 Q. Of those companies that you have an ownership
19 interest in, are you on management of those companies?

20 A. Yes.

21 Q. Okay. Those are the ones I'm interested in. All
22 right?

23 A. Okay.

24 Q. I'm not interested in a company where you have no
25 management involvement, that you may own stock in for pure

1 investment purposes. Fair enough?

2 A. Fair enough.

3 Q. What other companies have you an ownership
4 interest in that you're involved in management?

5 A. Vitara, V-i-t-a-r-a, LLC, I believe.

6 Q. What state is that LLC out of?

7 A. Nevada.

8 Q. Thank you.

9 All right. What other companies?

10 A. That's it.

11 Q. And what -- can you describe for me what your role
12 in Vitara is?

13 A. It's an inactive company. I have no role.

14 Q. When did it become inactive, approximately?

15 A. It never was active.

16 Q. It's a shell corporation; it was going to be used
17 for something and never was?

18 A. Yes.

19 Q. Is there anybody else that has an ownership
20 interest in that company with you?

21 A. No.

22 Q. All right. What was the purpose of the Vitara
23 corporation when you formed it?

24 MR. JULANDER: Well, let me just clarify. If it
25 relates to this case. If it relates to something totally

1 unrelated, I would object that it's probably beyond the
2 scope of discovery, and you're not getting into his affairs
3 of his personal finance and business.

4 But if it's related in any way to his technology,
5 answer his question.

6 Is that fair?

7 MR. TREMBLAY: No. Let me just make a point.

8 There is no proper objection in California to
9 relevancy in a deposition. I'm asking a question that I
10 have a right to an answer of. He can give it simply. I'm
11 not interested in what his financial interest is. I didn't
12 ask that. I asked what was the purpose of the company when
13 it was formed. That's all I care about. Every company has
14 a company purpose, so I'd like to know that.

15 MR. JULANDER: Let me just confer real quick.

16 MR. TREMBLAY: Certainly. Go right ahead. Take
17 your time.

18 (Mr. Julander and Mr. Brown confer out of the
19 hearing of the reporter.)

20 BY MR. TREMBLAY:

21 Q. Do you have the question in mind?

22 A. Yes.

23 Q. Please answer.

24 A. The purpose of Vitara?

25 Q. Yes.

1 A. We were going to segment some of Century-Board's
2 business or sublicenses into a new company especially
3 related to Europe.

4 Q. When you say "we," who is the "we"? Is that the
5 royal "we," or is that actually a true plural of somebody
6 else being involved?

7 A. There were other people who might have been
8 involved, but no one in particular.

9 Q. Okay. Was Zach Taylor involved in that?

10 A. No.

11 Q. Okay. Very good. Thank you.

12 What time frame was it that this purpose of the
13 company was being considered, Vitara?

14 A. About three years ago.

15 Q. It is now 2005. So that would be 2001?

16 A. 2002.

17 Q. "2002," okay.

18 A. Roughly.

19 Q. I'm sorry. Right. Okay.

20 And is it in 2002 that it is, in fact, formed?

21 A. I believe so, yes.

22 Q. Okay. As an LLC, were there any other members of
23 the company other than you?

24 A. I don't think so. I might have included my wife.
25 I don't recall.

1 Q. And just for the record, what's your wife's first
2 name?

3 A. Cemile.

4 Q. Thank you.

5 Does she have the last name -- goes by the same
6 last name as you?

7 A. Yes.

8 Q. Thank you very much.

9 Has Vitara, LLC, ever been involved in any one of
10 the two litigations that you mentioned today?

11 A. No.

12 Q. Has it been involved in any litigation or
13 arbitration of any sort?

14 A. No.

15 Q. Okay. Thank you very much.

16 The litigation or arbitration that Mr. -- excuse
17 me, that Hoppmann Corporation and Mr. Mushovic -- or is it
18 Doctor?

19 A. Doctor

20 Q. -- that Dr. Mushovic were involved in, what
21 company was that against or involving that you had an
22 involvement with?

23 A. It was Ecomat Nevada.

24 Q. Is Ecomat Nevada a corporation under Nevada law,
25 or an LLC?

1 A. It's a corporation.

2 Q. Thank you.

3 And you believe it to be under Nevada law?

4 A. Yes.

5 Q. Thank you very much.

6 Is there more than one Ecomat?

7 A. Yes.

8 Q. Okay. And could you tell me all the Ecomats that
9 there are as corporations.

10 A. Ecomat, Incorporated, I believe, in Virginia.

11 Q. Okay.

12 A. Formed by Hoppmann Corporation.

13 Q. Thank you.

14 Okay.

15 A. Ecomat, Incorporated -- Ecomat Nevada,
16 Incorporated. That's it.

17 Q. All right. That's a Nevada corporation?

18 A. Yeah.

19 Q. All right. The Ecomat that's referred to in any

20 contracts you had with -- I guess it's with Global Trade

21 Links or Century-Board --

22 MR. ROBINSON: "Century Products."

23 BY MR. TREMBLAY:

24 Q. "Century Products," excuse me.

25 -- which one of the two is that?

1 A. It's the Nevada.

2 Q. Thank you.

3 Was the litigation by Dr. Mushovic, Hoppmann
4 involving Ecomat Nevada, Inc. -- was Ecomat, Inc., in
5 Virginia involved in that litigation also?

6 A. I don't recall.

7 Q. Okay. What happened in that litigation, thumbnail
8 sketch, if you can?

9 A. What do you mean?

10 Q. Let me withdraw that question.

11 Okay. Who brought the litigation first?

12 A. I don't recall.

13 Q. Okay. Do you recall you being sued or you suing
14 them through your company, Ecomat Nevada?

15 A. I remember we filed against them, but I'm not sure
16 if they didn't file something else earlier. I can't recall.

17 Q. Okay. When was that that you filed?

18 A. Mid '90s.

19 Q. Okay. Where was it filed?

20 A. I believe it's Virginia.

21 Q. And it was an arbitration, or was it a formal
22 court proceeding?

23 A. Formal court.

24 Q. Okay. Was it federal court or state court?

25 A. I don't recall.

1 Q. Okay. Do you recall who your counsel was for
2 Ecomat Nevada, LLC, in Virginia?

3 A. No.

4 Q. Okay. Do you recall who the attorneys were for
5 Dr. Mushovic or Hoppmann Corporation?

6 A. No.

7 Q. Do you recall who the judge was?

8 A. No.

9 Q. Do you recall what county in Virginia it was
10 located in or the closest, biggest city was that it was
11 located in?

12 A. No.

13 Q. Now, the decision by Ecomat Nevada, Inc., to file
14 the lawsuit against Dr. Mushovic and Hoppmann, was that your
15 decision as part of management?

16 A. Yes.

17 Q. Okay. Why did you decide to sue Dr. Mushovic and
18 Hoppmann Corporation in the mid '90s in Virginia?

19 A. We were having a -- it was a problem over dilution
20 of shares that we wanted to do on our side, Ecomat, and they
21 resisted that. And they were, on their side, not turning
22 over certain assets or shares in the original company, which
23 they were supposed to do related to the sale.

24 Q. Would the original company be Ecomat, Inc.?

25 A. Yes.

1 Q. Did this have anything to do with the Mushovic
2 patents?

3 A. No.

4 Q. Did any formation of the company have within it --
5 either one of the two companies, that is, Ecomat Nevada,
6 Inc., or Ecomat, Inc., have as its assets any of the
7 Mushovic patents?

8 A. No.

9 Q. How did the litigation -- is the litigation still
10 going on?

11 A. No.

12 Q. All right. When did it end?

13 A. It never got to court.

14 Q. The question is a little bit different. When did
15 it end?

16 A. "It" meaning the trouble?

17 Q. The litigation had -- has either been settled or
18 resolved itself in some way.

19 A. Quick, in the mid '90s, same time period.

20 Q. Within a year?

21 A. Oh, yeah, yes.

22 Q. All right. And what happened? Was it a
23 settlement?

24 A. It was a settlement.

25 Q. Okay. What were the terms of the settlement with

1 regard to the dilution of shares and no returning of shares?

2 How did that turn out?

3 A. We didn't dilute the shares. They turned over
4 what they were supposed to turn over, and I think that was
5 roughly it.

6 Q. When you say "they turned over what they were
7 supposed to turn over," was that shares?

8 A. It's something related to shares, and I'm not
9 quite sure what the thing was.

10 Q. Intellectual properties?

11 A. No. It was -- they were --

12 Q. Let me ask a couple of questions that may help
13 you.

14 A. All right.

15 Q. Did it involve any trade secrets?

16 A. No.

17 Q. Did it involve any license process?

18 A. No.

19 Q. Did it involve any patents?

20 A. No.

21 Q. Okay. So the turning over dealt with -- would it
22 be fair to say, dealt with how the ownership interests in
23 the company were allocated?

24 A. I don't think so. I don't think so.

25 Q. Okay. Was your deposition taken in your

1 capacity -- in any capacity in that litigation?

2 A. I don't think so.

3 Q. Did you ever file any declarations in the court
4 signed by you in that litigation?

5 A. I don't know.

6 Q. Okay. You might have?

7 A. I might have.

8 Q. Okay. Did Dr. Mushovic give a deposition in that
9 litigation?

10 A. I don't know.

11 Q. Okay. Did he ever file any declarations in court
12 in that litigation?

13 A. "Declarations" meaning?

14 Q. Declaration means a sworn testimony under oath in
15 writing.

16 A. I don't know.

17 Q. Okay. Did you or Dr. Mushovic ever testify under
18 oath in a court proceeding in that litigation?

19 A. No.

20 Q. Okay. Is Hoppmann Corporation or Dr. Mushovic --
21 do either one of those two have any shareholder interest --
22 I don't want to know the amount, but any shareholder
23 interest in Ecomat Nevada, Inc., as a result of that
24 litigation?

25 A. I can't answer the way you asked it.

1 A. I'm sorry?

2 Q. Hoppmann Corporation is still a shareholder of --

3 A. It --

4 Q. -- Ecomat Nevada, Inc., today?

5 A. I'm not sure if it's Hoppmann or Peter Hoppmann.

6 I'm not sure which.

7 Q. One of the two?

8 A. One of the two.

9 Q. Very good.

10 Is Dr. Mushovic still a shareholder of Ecomat
11 Nevada, Inc., today?

12 A. Yes.

13 Q. Okay. When was the last time you communicated
14 with him?

15 A. 2001, maybe.

16 Q. Thank you.

17 With regard to the litigation involving
18 Century-Board West, that's to distinguish it from
19 Century-Board USA, LLC; correct?

20 A. Yes.

21 Q. It's -- is that an LLC or a corporation?

22 A. I can't answer the way --

23 Q. Okay. What type of entity is it?

24 A. I don't know that.

25 Q. Okay. Let me go through some list, and maybe you

1 can tell me it's not one of these.

2 Is it a partnership?

3 A. "Isn't" or "is"? I don't know. How about "was"?

4 Q. It's not in existence anymore today?

5 A. I don't know.

6 Q. You don't know?

7 A. No, but I don't think so.

8 Q. But at the time that it was active --

9 A. Yes.

10 Q. At the time that it was active, what type of
11 corporation or entity was it?

12 A. I believe it's an LLC.

13 Q. Organized under what state?

14 A. State of Washington.

15 Q. Thank you.

16 Were you the principal managing member of it?

17 A. No.

18 Q. Were you a managing member at all?

19 A. No.

20 Q. Okay. Who was the principal managing member?

21 A. Kappase, K-a-p-p-a-s-e, Kappase.

22 Q. "Kappase"?

23 A. Yes.

24 Q. Thank you.

25 Is that a person?

1 A. Yes.

2 Q. And is that person -- excuse me. Let me withdraw
3 that.

4 Is Century-Board, LLC, still active today?

5 A. I don't know.

6 Q. Okay. Are you involved as a member of
7 Century-Board West, LLC, at all today?

8 A. No.

9 Q. When did you stop being a member, if at all -- let
10 me withdraw that.

11 Were you ever a member of --

12 A. No.

13 Q. What was your -- let's go back to the litigation,
14 all right, of Century-Board West.

15 Who else was involved in that litigation with
16 Century-Board West?

17 A. Century-Board, LLC -- or Century-Board USA and
18 Century-Board, LLC, were the two companies involved.

19 Q. Thank you.

20 So you had no membership in Century-Board, LLC;
21 correct?

22 A. That's correct.

23 Q. Thank you very much.

24 Was that a lawsuit as opposed to arbitration?

25 A. It was an arbitration.

1 Q. Let me withdraw it.

2 A. Okay.

3 Q. Does Dr. Mushovic or Hoppmann Corporation have any
4 ownership interest in Ecomat Nevada, Inc.?

5 A. Yes.

6 Q. Okay. Thank you.

7 Are they both shareholders?

8 A. Yes.

9 Q. Where is Hoppmann Corporation located?

10 A. Well, I don't know now. I haven't looked at --
11 they were in Chantilly, Virginia.

12 Q. Thank you.

13 Was there any one particular person that was in --
14 that you communicated with or continued to communicate with
15 at Hoppmann Corporation on behalf of management?

16 A. Yes.

17 Q. Who was that?

18 A. Peter Hoppmann.

19 Q. As far as you know, is he still in Virginia?

20 A. I have no idea.

21 Q. What was the last time you communicated about
22 anything having to do with Ecomat Nevada, Inc.?

23 A. Late '90s.

24 Q. Okay. But that corporation is still a shareholder
25 of Ecomat Nevada, Inc.; correct?

1 Q. Was a lawsuit ever filed in a state court prior to
2 the arbitration or pending the arbitration?

3 A. I don't know.

4 Q. Okay. Did -- who was the petitioner party that
5 started the arbitration, if you recall?

6 A. I don't recall.

7 Q. Okay. And what was the arbitration form? Was it
8 AAA? Was it some other type of form?

9 A. I don't know.

10 Q. Okay. When was it?

11 A. About 2000.

12 Q. Did there come a point in time when it was
13 completed, it ended?

14 A. Yes.

15 Q. And when did it end?

16 A. I believe the same year.

17 Q. Okay. Were you the managing member of
18 Century-Board USA when the arbitration was ongoing?

19 A. Yes.

20 Q. Okay. What was the reason that Century-Board USA
21 was involved in the arbitration, or reasons? What were you
22 arbitrating?

23 A. They had attempted to steal the technology.

24 Q. And what technology is this?

25 A. Century-Board's technology.

1 Q. Is it the same technology that's involved in the
2 licensing agreement in this litigation?

3 A. Yes.

4 Q. Okay. One last follow-up question on the Ecomat
5 litigation. Was that resolved by virtue of settlement
6 agreement, a written settlement agreement that you signed?

7 A. Yes.

8 Q. Did you have legal counsel review that before you
9 signed it?

10 A. Yes.

11 Q. Okay. And do you have a copy of that document?

12 A. I don't know.

13 Q. But you might; correct?

14 A. I might.

15 Q. Thank you.

16 Would that be in your -- if you have a copy, would
17 it be located in Florida?

18 A. Don't know.

19 Q. Okay. Where would you keep papers like that
20 regarding that matter other than Florida, if it's not in
21 Florida? Let's put it that way.

22 A. I had some stuff put in storage in California.

23 Q. So if you were obliged to look for that document,
24 you would look first in storage in California; correct?

25 A. No.

1 Q. Where would you first look for --

2 A. I would first look in Florida.

3 Q. Okay. Not finding it in Florida, you would, then,
4 go to the storage facility in California, wherever it is?

5 A. Yes.

6 Q. Is there any other place that you would look for
7 that settlement agreement in the Ecomat matter?

8 A. The law firm that did the work would probably have
9 a copy.

10 Q. You're speaking about your law firm?

11 A. Yes.

12 Q. The one that represented Ecomat Nevada, Inc.;
13 correct?

14 A. Yes.

15 Q. Thank you very much.

16 Back to Century-Board USA versus Century-Board
17 West, LLC, could you explain for me how Century-Board West,
18 LLC, attempted to steal the technology that you mentioned.

19 A. They were a licensee and tried to get out of their
20 obligations. I don't know how else to explain it.

21 Q. Okay. That was subject to a written license
22 agreement?

23 A. Yes.

24 Q. Okay. Do you have a copy of that written license
25 agreement?

1 A. Possibly. I don't know.

2 Q. Okay. Is there still any agreement in operation
3 between Century-Board USA, LLC, and Century-Board West, LLC,
4 or any successor of Century-Board West, LLC?

5 A. You mean active?

6 Q. Yes.

7 A. No.

8 Q. Okay. Was the written license agreement
9 terminated by any means? Was it abandoned? Was it mutually
10 ended?

11 A. It was a settlement.

12 Q. Okay. Did the settlement end up terminating the
13 license agreement? Was that part of the settlement
14 agreement, if you recall?

15 A. I don't recall.

16 Q. Is it fair to say that Century-Board West, LLC, is
17 no longer a licensee of Century-Board USA, LLC, or any
18 company you're affiliated with?

19 A. That's correct.

20 Q. Okay. So that arbitration was resolved by virtue
21 of written settlement agreement; correct?

22 A. That's correct.

23 Q. Did any money pass hands on the inside of the
24 table? You can answer that "yes" or "no."

25 A. No.

1 Q. What were the essential terms of the written
2 settlement agreement entered into between Century-Board USA,
3 LLC, and Century-Board West, LLC, with regard to any
4 technology? Did they agree to give up all rights to the
5 technology?

6 A. In essence, yes. I don't remember the -- how it
7 was structured, but --

8 Q. So they -- did they agree that they no longer had
9 any ownership in any technology by virtue of the license
10 agreement or any work that they had done?

11 A. I'm sorry. Say it again.

12 MR. TREMBLAY: Reread the question for him,
13 please.

14 (The record was read by the reporter.)

15 THE WITNESS: Yes.

16 BY MR. TREMBLAY:

17 Q. Where did the arbitration take place?

18 A. Washington.

19 Q. Do you recall what county?

20 A. No.

21 Q. What major city?

22 A. Seattle.

23 Q. Do you know the name of your lawyers, the lawyers
24 for Century-Board USA, LLC?

25 A. Not offhand, no.

1 Q. Okay. If you were to look for a copy of the
2 written settlement agreement that was entered into to
3 resolve that arbitration, where would you look?

4 A. In Florida, and then --

5 Q. Barring that, to the facility?

6 A. Yes.

7 Q. And barring that, then to the lawyers?

8 A. Yes.

9 Q. Do you know whether or not you have a copy of the
10 written settlement agreement?

11 A. I don't know.

12 Q. Have we discussed all of the litigation or
13 arbitration that you've been involved in, either through
14 manager of any company that you've been involved in or
15 otherwise, that is, as a party?

16 A. Yes.

17 Q. Okay. Thank you very much.

18 Now, since you asked the question, I'm just going
19 to follow up on it. Have you been a witness in any

20 litigation that's gone through trial or arbitration where
21 you had to give testimony under oath?

22 A. Testimony, not --

23 Q. Testimony, oral testimony. Forget the deposition
24 for a moment. Okay?

25 A. No.

1 Q. Okay. Have you ever had to give deposition
2 testimony as a witness in any matter?

3 A. Yes.

4 Q. Okay. And was that the one deposition you gave 30
5 years ago?

6 A. Yes.

7 Q. Did that involve anything to do with intellectual
8 property, trade secrets, patents, anything of that nature?

9 A. No.

10 Q. Now I'd like to go into the topical area of your
11 education, then we'll go to your experience. And following
12 that, we'll take a break if you want, and then we'll get
13 into the facts we're dealing with in this case. Okay?

14 A. Yes.

15 Q. It's my understanding that you have a bachelor's
16 of art from the University of Kentucky in chemistry;
17 correct?

18 A. That's correct.

19 Q. Have you had any formal education in a
20 degree-granting university since the time that you received
21 your bachelor of arts from the University of Kentucky?

22 A. Yes.

23 Q. Would you tell me what those are.

24 A. Can I summarize?

25 Q. Well, what I'm interested in is degree-granting

1 universities. Are we talking about postgraduate courses?

2 A. No.

3 Q. Let me ask it this way: Have you taken any
4 postgraduate courses from any degree-granting university
5 since receiving your bachelor's of art?

6 A. No.

7 Q. Okay. Have you taken any courses in the area of
8 chemistry since receiving your bachelor's of art from the
9 University of Kentucky?

10 A. Yes.

11 Q. Okay. Have those been degree-granting
12 universities?

13 A. Yes.

14 Q. Were you a registered student in every one of
15 those instances or in every instance?

16 A. Yes.

17 Q. You actually registered in a degree-granting
18 university?

19 A. Yes.

20 Q. What degree-granting university?

21 A. Hunter College.

22 Q. Located where?

23 A. New York.

24 Q. Thank you.

25 What others?

1 A. University of Akron.

2 Q. Akron, Ohio?

3 A. Yes.

4 Q. Thank you.

5 A. I can't remember the rest.

6 Q. Did you receive credit for any -- did you complete
7 any of the courses at those two universities that you took?

8 A. Yes.

9 Q. What were the courses or course that you took at
10 Hunter College?

11 A. Mass spectrometry.

12 Q. Is that the only one?

13 A. Yes.

14 Q. How about the University of Akron?

15 A. Rubber chemistry.

16 Q. Was that the name of the course?

17 A. I don't know.

18 Q. Or was it organic chemistry?

19 A. Rubber chemistry.

20 Q. That's the name of the course?

21 A. Yeah.

22 Q. Okay. Who was your professor at the University of
23 Akron on rubber chemistry?

24 A. I don't know.

25 Q. You completed that course?

1 A. Yes.

2 Q. And you were a registered student; correct?

3 A. Yes.

4 Q. Okay. What time frame was that?

5 A. 1967ish.

6 Q. Any other chemistry courses that you took that you
7 can recall, whether you recall where you took them at a
8 degree-granting university -- do you recall any other
9 chemistry courses that you took that you completed?

10 A. Yes.

11 Q. Okay. What other ones? This is post graduating
12 from the University of Kentucky.

13 A. Photo chemistry.

14 Q. Once again, is that the name of the course?

15 A. Yes.

16 Q. Thank you.

17 Do you recall the professor?

18 A. No.

19 Q. Does it refresh your recollection as to where that
20 was?

21 A. It was in New York.

22 Q. Okay. You completed the course?

23 A. Yes.

24 Q. Thank you.

25 Any other chemistry courses you took following the

1 University of Kentucky?

2 A. There were several others, I just cannot recall.

3 Q. Do you remember the field in chemistry, if they
4 were in any particular fields?

5 A. No.

6 Q. Okay. And did you complete all the courses in
7 chemistry that you took at any degree-granting university?

8 A. Yes.

9 Q. Okay. Were you a registered student every time
10 you took one of those courses --

11 A. Yes.

12 Q. -- in chemistry?

13 A. Yes.

14 Q. Thank you.

15 And did you pass all the courses?

16 A. Yes.

17 Q. Okay. Thank you.

18 For how long of a period of time are we talking
19 about following the University of Kentucky to today, if it

20 includes up to today, that you took chemistry courses at
21 degree-granting universities where you were a registered
22 student? Was there a period of time when you stopped doing
23 that?

24 A. That's early '80s I stopped.

25 Q. Thank you.

1 Is it correct that you have no postgraduate
2 degrees?

3 A. That's correct.

4 Q. All right. As far as degrees from a
5 degree-granting university, the only degree that you hold is
6 the bachelor of arts from the University of Kentucky. True?

7 A. True.

8 Q. Thank you very much.

9 Have you ever been a lecturer, adjunct, guest, or
10 otherwise, at any degree-granting university?

11 A. Does this really matter?

12 Q. Please answer the question. Okay?

13 A. What do you mean by "lecturer"?

14 Q. Have you lectured to any class or registered
15 students at a degree-granting university?

16 A. Yes.

17 Q. Okay. On how many occasions?

18 A. Six.

19 Q. Okay. Over what period of time?

20 A. A few months.

21 Q. Okay. What period of time was that during the few
22 months?

23 A. 1962ish.

24 Q. That year didn't go into '63?

25 MR. JULANDER: His answer was '62ish.

1 MR. TREMBLAY: I know. I don't know what that
2 means. That's what I'm trying to find out.

3 THE WITNESS: Roughly '62.

4 BY MR. TREMBLAY:

5 Q. Thank you very much.

6 Where was that?

7 A. University of Kentucky.

8 Q. Had you received your degree at the University of
9 Kentucky at the time you were a lecturer?

10 A. No.

11 Q. Following your graduation from the University of
12 Kentucky, did you lecture to a class of registered students
13 at a degree-granting university?

14 A. No.

15 Q. Thank you.

16 Since the time that you received your degree from
17 the University of Kentucky, have you published any papers in
18 scientific journals in the area of chemistry?

19 A. Yes.

20 Q. What journals?

21 A. I don't recall.

22 Q. How many occasions?

23 A. I believe just one.

24 Q. Okay. What was the name of the publication that
25 you authored?

1 A. I don't recall.

2 Q. When was it?

3 A. 1970ish, around 1970.

4 Q. What was the purpose of publishing it?

5 A. To promote our company's expertise in a certain
6 technology.

7 Q. What technology was that?

8 A. Antioxidants.

9 Q. What company was that?

10 A. Geigy Chemical.

11 Q. What was your position there?

12 A. Research chemist.

13 Q. Were you the sole author or a contributing author?

14 A. Contributing author.

15 Q. Do you recall the other authors?

16 A. No.

17 Q. Okay. Could you spell "Geigy."

18 A. G-e-i-g-y.

19 Q. Where were they located?

20 A. Ardsly, New York.

21 Q. And am I correct that that's the only publication
22 you've ever been an author of? Correct?

23 A. That I recall, yes.

24 Q. Okay. Thank you very much.

25 Now I'd like to just briefly go into the work

1 experience, if I may, following college, that is, graduation
2 from college.

3 What was your first work experience?

4 A. United States Army.

5 Q. When did you finish with the United States Army?

6 A. 1965.

7 Q. While you were in the Army, were you involved in
8 any research capacity in the Army involving chemicals or
9 using your degree in chemistry?

10 A. No.

11 Q. Were you honorarily discharged?

12 A. Yes.

13 Q. What rank?

14 A. Sergeant.

15 Q. Where were you stationed for your last station
16 duty?

17 A. Active or inactive?

18 Q. Active. Thank you.

19 A. Fort Knox.

20 Q. "Fort Knox."

21 Were you ever deployed overseas?

22 A. No.

23 Q. Following the U.S. Army, what was your next means
24 of gainful employment?

25 A. I worked for Geigy Chemical.

1 Q. What was your title?

2 A. Research chemist.

3 Q. What were your duties?

4 A. Find -- or discover new additives for plastics.

5 Q. Were you a pure employee, that is, you had no
6 ownership interest?

7 A. No.

8 Q. You were just an employee?

9 A. Yes.

10 Q. Thank you.

11 When did you start? When did you leave,
12 approximately?

13 A. Started 1965, and I left 21 years later.

14 Q. 1986?

15 A. If that's what that is, yes.

16 Q. Okay. All right. And when you left, what was
17 your title?

18 A. Business manager.

19 Q. You were now in a supervisory position?

20 A. Yes.

21 Q. Were you still a research chemist at some point in
22 time?

23 A. No.

24 Q. When had you left research chemistry for
25 Geigy Corporation during your time with them?

1 A. It was eight years of research chemist.

2 Q. Was it during the eight years of research at
3 Geigy Corporation that you were focused on antioxidants, or
4 did you go into other fields?

5 A. We did other fields as well.

6 Q. What other fields besides working with
7 antioxidants?

8 A. We worked with almost any additives in plastics.

9 Q. Do you recall any additives in particular that you
10 worked with more so than others in your eight years of
11 research at Geigy Corporation, additives in plastics? Did
12 you have any specialty in any particular one?

13 A. Antioxidants and light stabilizers.

14 Q. After leaving Geigy Corporation as a business
15 manager, where did you next go?

16 A. Kaiser Aerospace.

17 Q. One last question about Geigy Corporation for now.
18 Was that also in New York when you were working
19 with -- for them?

20 A. No.

21 Q. Where did you work for them, what state?

22 A. New York, Switzerland, and California.

23 Q. During the eight years that you were a research
24 chemist, were they in those three locations?

25 A. No, just New York.

1 Q. Kaiser Aerospace, what time frame?

2 A. Where did we end up?

3 Q. 1986.

4 A. 1986 until -- no, no.

5 Q. Go ahead and change it.

6 A. May I correct something?

7 Q. Sure.

8 A. My next job wasn't with Kaiser, it was with ABB.

9 I skipped one.

10 Q. What kind of company was that?

11 A. High-tech, ABB. At the time, it was a Swedish
12 company.

13 Q. Where was that located?

14 A. Sweden.

15 Q. So you were working in Sweden?

16 A. No.

17 Q. Where were you located?

18 A. I was located in California.

19 Q. Okay. Thank you very much.

20 And so was that beginning in 1986?

21 A. 1987.

22 Q. Till when?

23 A. 1990.

24 Q. Your title and duties, if you could state those
25 for us.

1 A. I was president.

2 Q. Okay.

3 A. And I ran a new start-up company.

4 Q. What was its main business purpose? You said
5 high-tech, but in what fields?

6 A. Where I worked for the company?

7 Q. The start-up that you were involved in. Thank
8 you.

9 A. That was making plastic missile launch tubes and
10 drive shafts.

11 Q. When you left in 1990, was your title, then,
12 president when you left?

13 A. Yes.

14 Q. Okay. Very good.
15 Next employer?

16 A. Was the Kaiser Aerospace.

17 Q. Thank you.

18 Where were you located for Kaiser Aerospace?

19 A. California.

20 Q. Was that in the Los Angeles area?

21 A. No, Bay Area.

22 Q. "Bay Area." Okay. Thank you.
23 Titles and duties?

24 A. I believe it was director of new business
25 development or business development.

1 Q. Until what time did you work at Kaiser Aerospace?

2 A. 1996, I believe.

3 Q. And did you leave as director of new business
4 development --

5 A. No, I take it back. It wasn't '96. It couldn't
6 be. 1998.

7 Q. Okay. When you left Kaiser Aerospace, was it as
8 director of new business development?

9 A. No.

10 Q. What did you leave as?

11 A. Marketing director, I believe.

12 Q. While you worked at -- it's A-B-B Corporation?

13 A. A-B-B, yes.

14 Q. Is that what they called ABB?

15 A. Yes.

16 Q. While you worked at ABB and Kaiser Aerospace, is
17 it correct that you did no research work at those companies
18 in chemistry?

19 A. No.

20 Q. Is that incorrect?

21 A. That's incorrect.

22 Q. Okay. At ABB, what research work were you doing
23 in chemistry as the president?

24 A. I was in charge of developing polymer systems and
25 curing systems for resins.

1 Q. And that's r-e-s-i-n-s?

2 A. Yes.

3 Q. So you were doing lab work?

4 A. Mostly supervise lab work.

5 Q. Okay. Any particular polymers or resins that you
6 were working with at ABB?

7 A. Yes.

8 Q. Okay. Could you identify the polymer for us.

9 A. Epoxys. That's mostly epoxys.

10 Q. How about the resins?

11 A. That's the same thing.

12 Q. Okay. Thank you.

13 What type of curing systems were you operating
14 with?

15 A. Epoxy curing systems.

16 Q. Now, Kaiser Aerospace, were you doing any research
17 in chemistry while you were the director of new business
18 development and/or the marketing director?

19 A. Yes.

20 Q. Was that supervisory also, or was it lab work,
21 actually hands-on lab work that you did?

22 A. It was both.

23 Q. Okay. Was it both at ABB?

24 A. No.

25 Q. What were you doing, both supervisory and lab

1 work -- what areas of chemistry?

2 A. In -- it was ceramic -- I made ceramic composite
3 in chemistry.

4 Q. When you left with Kaiser Aerospace -- you believe
5 you had left there in 1998. What was your next employer?

6 A. Ecomat.

7 Q. When you say "Ecomat," do you mean Ecomat Nevada,
8 Inc.?

9 A. Yes.

10 Q. Was Ecomat Nevada, Inc., the first time that you
11 were both an employee and an owner in where you had
12 management authority over the company?

13 A. Could you say that again.

14 Q. I'm trying to distinguish -- I don't mean that you
15 might have had a pension plan or profit-sharing plan with
16 the other employers that you've mentioned for us. But what
17 I'm trying to distinguish is that both you're an employee
18 with Ecomat and you're also an owner to the extent you make
19 management decisions for the company at basically the board
20 level.

21 A. And the question?

22 Q. Was this the first company?

23 A. No.

24 Q. What was the first company?

25 A. ABB.

1 Q. So at ABB, did you have ownership interest at ABB?

2 A. Yes.

3 Q. Okay. Thank you.

4 Ecomat Nevada, Inc., you're the president?

5 A. Yes.

6 Q. Okay. Very good.

7 Was this a company formed by you?

8 A. Yes.

9 Q. Or at least partially by you?

10 A. Yes.

11 Q. Okay. Was this the first time your an employee in
12 management in a company that you formed?

13 A. No.

14 Q. Was ABB a start-up that you were involved in the
15 formation?

16 A. Yes.

17 Q. Okay. Very good.

18 And was Ecomat Nevada, Inc., begun by you in 1998,
19 if you recall?

20 A. Yes, correct.

21 No. Did you mean did I form it in 1998 or did I
22 join it?

23 Q. Let's just start with joining it. Was it 1998?

24 A. I believe so, yes.

25 Q. Okay. Very good.

1 As president, did you have any other roles in the
2 company other than president? Any other titles? Were you
3 also the secretary?

4 A. I was a member of the board.

5 Q. Okay.

6 A. That's all I remember.

7 Q. Okay. Very good.

8 Is that company still in existence?

9 A. Yes.

10 Q. And are you still the president?

11 A. Yes.

12 Q. Okay. Very good.

13 As a member of that company, have you been
14 involved in research?

15 A. Yes.

16 Q. In chemistry?

17 A. Yes.

18 Q. In what areas?

19 A. I'm not quite sure what areas,

20 Q. Well, what areas in chemistry? If you were able
21 to identify that for me before, I'm sorry.

22 A. Well, polymer chemistry.

23 Q. Anything else?

24 A. Well, there were lots of -- covers all areas of
25 chemistry when you're doing this.

1 Q. Okay. Has Ecomat Nevada, Inc., till this day,
2 filed any patents?

3 A. Yes.

4 Q. Okay. Would you identify those for me, please.

5 A. The patents?

6 Q. Yes.

7 A. The numbers?

8 Q. However you want to identify them, if it comes to
9 your mind. You want to tell us -- if you have the numbers
10 in mind, great. If you don't have the numbers in your mind
11 and you identify them by virtue of an inventor name or a
12 description, that's fine. I just want to be able to
13 distinguish those.

14 A. There are four U.S. patents in the name of
15 John Mushovic.

16 Q. May we call those "the Mushovic patents"?

17 A. Good.

18 Q. Okay. Thank you.

19 Any others?

20 A. No.

21 Q. Okay. Were those Mushovic patents filed by Ecomat
22 Nevada US, Inc., or were they assigned to them? My question
23 was "filed."

24 A. I'm not sure of the timing. I believe one was not
25 filed by Ecomat Nevada, Inc.

1 Q. And if it had not been filed by Ecomat, Inc., it
2 had been assigned to it?

3 A. Yes.

4 Q. Fair statement?

5 A. Yes.

6 Q. All right. Thank you.

7 Of the four Mushovic patents, they were either
8 filed by Ecomat Nevada, Inc., or assigned to Ecomat?

9 A. That's correct.

10 Q. Okay. Thank you very much.

11 Any other patents besides the Mushovic patents
12 that Ecomat Nevada, Inc., to this day, holds either by
13 assignment or by filing?

14 A. No.

15 Q. Any patents that are pending that the application
16 has been filed by Ecomat Nevada, Inc.?

17 A. No.

18 Q. Other than Ecomat Nevada, Inc., are you
19 employed -- and I'm excluding your time period of being
20 employed by Century-Board. All right? I already know about
21 that.

22 MR. JULANDER: "Century Products."

23 MR. TREMBLAY: "Century Products." Thank you very
24 much.

25 ///

1 BY MR. TREMBLAY:

2 Q. Excluding Century Products?

3 A. Yes.

4 MR. TREMBLAY: Keeping me on my toes here. Too
5 many Centuries.

6 Be that as it may, other employment that you had,
7 either contemporaneous with or since the time that you
8 started with Ecomat Nevada, Inc., could you identify those
9 for me in chronological order. And then we'll go back and
10 fill them in, other companies that you've been employed by.

11 A. Century-Board USA, and that's it, I believe.

12 Q. Are you currently employed by Century-Board USA
13 and Ecomat Nevada, Inc., today?

14 A. I don't have an answer to that.

15 Q. Can you answer it for either one? Do you know the
16 answer to either one of those?

17 A. No.

18 Q. Are you -- I take it Century-Board USA is still in
19 existence today?

20 A. That's correct.

21 Q. And Ecomat Nevada, Inc., is still in existence
22 today; correct?

23 A. That's correct.

24 Q. You just don't know if you're an employee of
25 either of the two?

1 A. That's correct.

2 Q. Are you a manager of either one of the two?

3 A. Yes.

4 Q. And you're an operational manager; correct?

5 A. Yes.

6 Q. Are you the president of both?

7 A. Yes.

8 Q. Okay. Thank you.

9 Any other company that you're a manager of and
10 employed by today?

11 A. No.

12 Q. Okay. Thank you very much. You have to
13 articulate an answer. That's what I was waiting for.

14 A. Okay.

15 Q. Has Century-Board USA filed any patents anywhere
16 in the world?

17 A. Yes.

18 Q. Okay. And once again, identify them in any way
19 that you feel comfortable that you want to identify them so
20 we can refer to them throughout the deposition.

21 A. There's a Wade Brown patent.

22 Q. U.S.?

23 A. Yes.

24 Q. Is this a patent that's been accepted and issued
25 by the patent office?

1 A. I'm not sure what you mean by "issued."
2 Q. Is it an patent or an application?
3 A. An application.
4 Q. I'm more interested in the patents. If I
5 misspoke, I apologize. Any patents that Century-Board --
6 let me ask it this way -- holds today?
7 A. No.
8 Q. Okay. And we'll break them down.
9 Now, patent applications, there are some pending?
10 A. Yes.
11 Q. Okay. Thank you very much.
12 There's a Wade Brown patent application pending;
13 correct?
14 A. Yes.
15 Q. Any others?
16 A. Yes, a Zach Taylor I have pending.
17 Q. Thank you very much.
18 Both with the U.S. Patent Office?
19 A. Yes.
20 Q. With any other offices? Any other countries?
21 A. PCT has been done. I don't know what --
22 Q. What is a PCT? Help me.
23 A. International filing.
24 Q. For both?
25 A. Yes.

1 Q. And those are patents that are applied for in --
2 when you say "a Wade Brown patent," the inventor is
3 identified as Wade Brown?

4 A. Yes.

5 Q. And when you say Zach Taylor in the application,
6 the inventor is identified as Zach Taylor?

7 A. Yes.

8 Q. Are there any other inventors identified, to your
9 knowledge, in either one of those two patents other than the
10 two people you've identified?

11 MR. ROBINSON: "Patent applications."

12 MR. TREMBLAY: "Patent applications." Thank you
13 very much.

14 THE WITNESS: The Zach Taylor patent may have me
15 as the application -- may have me as a co-inventor. I don't
16 even remember.

17 BY MR. TREMBLAY:

18 Q. Okay. How about the Wade Brown patent
19 application, is there any other, as far as you know?

20 A. I don't think so.

21 Q. Okay. Who is -- is there a law firm or is there
22 an attorney handling those patent applications for
23 Century-Board USA?

24 A. Yes.

25 Q. Is it one in the same for both?

1 A. Yes.

2 Q. The identity of counsel?

3 A. Kilpatrick, Stockton is the firm.

4 Q. Where are they located?

5 A. Atlanta.

6 Q. That would be Atlanta, Georgia?

7 A. Yes.

8 Q. Is there any particular attorney at the firm

9 that's handling the application that you're aware of?

10 A. Yes.

11 Q. Could you identify that person.

12 A. Bruce Gray.

13 Q. And he's at their Atlanta office?

14 A. Yes.

15 Q. As far as you know, when was the application filed

16 for the Wade Brown patent application?

17 A. 2003.

18 Q. The Zach Taylor -- as you've identified the Zach

19 Taylor application -- I'm going to refer to Zach Taylor, not

20 to minimize your fact of maybe being listed as a co-owner.

21 Is that fair?

22 A. Yes.

23 Q. The Zach Taylor patent application, when was that

24 filed?

25 A. Same time. One was delayed. Roughly 2003.

1 Q. Is the Wade Brown patent application an
2 application that could be described as a composite patent
3 application?

4 A. "Composite" meaning?

5 Q. Meaning it's identified as a composite as opposed
6 to apparatus.

7 A. You're talking material?

8 Q. Material, okay.

9 A. Yes.

10 Q. Better to refer to it as material?

11 A. I think so, yes.

12 Q. You educate. That's fine, I'm willing to learn.

13 We'll consider it material. That's what we'll refer to the
14 Wade Brown patent application as to distinguish it from the
15 apparatus. Fair?

16 A. Yes.

17 Q. And Zach Taylor is an apparatus?

18 A. Yes.

19 Q. Okay. Where was the -- the subject matter of the

20 Wade Brown patent application that's a material, where was
21 that, I'll call it "invention," developed? Where were you
22 when you were developing that, or where was Century-Board?

23 A. Which one were you talking about?

24 Q. The Wade Brown.

25 A. I was in -- location?

1 Q. Yes.

2 A. New York.

3 Q. Was that a Century-Board facility?

4 A. Or Ecomat, yes.

5 Q. Does Century-Board and Ecomat share a facility
6 somewhere?

7 A. Poughkeepsie, New York.

8 Q. And I take it you have some sort of lab facility
9 there?

10 A. Yes.

11 Q. May I refer to it as "lab facility"? Is that
12 fair?

13 A. Yes.

14 Q. Okay. Was the totality of the research leading up
15 to the Wade Brown patent application material developed at
16 the lab facilities that are Century-Board's, Ecomat's lab
17 facilities?

18 A. No.

19 Q. Okay. Where else?

20 A. Some of the ideas came from work we had done at
21 other companies.

22 Q. What other companies?

23 A. Coperion, Berstorff.

24 Q. Could you spell that.

25 A. C-o-p-e-r-i-o-n.

1 Q. Thank you.

2 What's the other one?

3 A. Berstorff, B-e-r-s-t-o-r-f-f, and the third one
4 which I can't think of.

5 Q. How was it that -- or explain for me, if you
6 could, how was it that some of the work was done at Coperion
7 and Berstorff and some of these other companies?

8 A. They had equipment that we did not.

9 Q. Okay. And I take it you had permission from them
10 pursuant to some written agreements. Is that true?

11 A. Permission to do what?

12 Q. Permission to work at their labs.

13 A. Yes.

14 Q. Pursuant to written agreements?

15 A. Yes.

16 Q. And were you paying for the use of that equipment?

17 A. In some cases.

18 Q. Okay. In some cases, it was gratis?

19 A. Yes.

20 Q. Was any the work done on the Wade Brown -- we'll
21 call it the material application?

22 A. Yes.

23 Q. Thank you.

24 Was the Wade Brown material patent application
25 done while you were working at any Century Products

1 facility?

2 A. I don't think so.

3 Q. Do you have any lab books that would determine
4 whether or not that answer is one way or the other?

5 A. Yes.

6 Q. Okay. Where would those lab books be located?

7 A. Florida.

8 Q. What would they be identified as? Would I
9 identify them as --

10 A. Lab books.

11 Q. To distinguish them from other lab books, how
12 would I identify them?

13 A. We only had one kind of lab book. Lab book.

14 Q. Okay. And when you say "lab books," are they
15 actually -- these books that relate to the Wade Brown
16 material patent application that are located in Florida, are
17 they actually in book form, or are they just papers?

18 A. No, they're book form. Yes, they're in book form.

19 Q. And when you say "they're in book form," are they
20 in three-ring binder type form?

21 A. No.

22 Q. When you say "they're in book form," are they
23 paginated?

24 A. Yes.

25 Q. So they're bound?

1 A. Yes.

2 Q. Okay. All right. And would they -- what time
3 frame would they start?

4 A. 1991.

5 Q. Okay. And would they go through to 2003 or
6 beyond?

7 A. I can't quite -- I'm going to --

8 Q. Okay. I want to know a beginning date.

9 A. Yes.

10 Q. All right. And some of the entries in the lab
11 books or some of the beginning parts of the lab books, they
12 have actual dates on them of 1991. True?

13 A. Yes.

14 Q. Okay. What dates do they continue through to?

15 Whether there's breaks in the dates, we can talk
16 about that. I just want to know when they go to.

17 A. Some of the lab books may have been done while at
18 Century Products. And I don't know whether they're
19 including those dates or --

20 Q. Yeah, I do.

21 A. So the books go through 2004, I suppose.

22 Q. So since 2004, whatever that entry -- last entry
23 is, that would be the end of those lab books; correct?

24 A. Yes.

25 Q. Okay. We're going to get into other lab books.

1 Therefore, I'd like to try to, for the record, at least
2 identify these lab books in some manner.

3 Is there some identification you would feel most
4 comfortable calling them, such as the Wade Brown lab books,
5 or do you want to call them something? Can you suggest
6 something? The patent lab ABB books? What do you want to
7 call them?

8 A. Why don't we just call them -- well, can I ask a
9 question?

10 Q. You can ask a question.

11 A. Are the Century Products here lab books different?

12 Q. Maybe not. Okay. That's a good question.

13 What I'm trying to do is -- do you have any other
14 lab books in your possession other than the ones you've just
15 identified?

16 A. No.

17 Q. All right. Thank you.

18 So this is the totality of all your lab books?

19 A. Yes.

20 Q. All right. And are these lab books including
21 information other than information related to the Wade Brown
22 patent application?

23 A. Yes.

24 Q. Okay. All right. I was operating under a
25 misunderstanding.

1 MR. TREMBLAY: Let's go off the record for a
2 moment and talk about -- we've agreed to take our luncheon
3 recess. We'll do so. We'll try get back at 1 o'clock this
4 afternoon.

5 Fair enough, gentlemen?

6 MR. JULANDER: Sure.

7 (A lunch recess was taken.)

8 MR. TREMBLAY: We're back on the record.

9 BY MR. TREMBLAY:

10 Q. Once again, my name is Don Tremblay, and I'm still
11 asking you questions.

12 Is there anything from the morning session that
13 you would like to correct?

14 A. Yes. I didn't realize that I did, but apparently,
15 when you were asking about the patents, we talked about two
16 patents. And I thought you would go on and ask about
17 more --

18 Q. I will.

19 A. Okay. There's three.

20 Q. Okay. That's fine. I'll get to them.

21 A. I didn't want to leave it to just two and no more.

22 Q. Okay. That's fine. Thank you.

23 MR. ROBINSON: You mean patent applications?

24 THE WITNESS: Yes, patent applications.

25 MR. ROBINSON: It's a habit.

1 THE WITNESS: Yes.

2 MR. ROBINSON: Those that are uniformed tend to
3 fall into and have to typically be reminded, as an attorney,
4 that there's a difference.

5 MR. JULANDER: Now, the area of correction was
6 relating to -- was a -- I believe counsel asked you if there
7 was any work that you had done at Century Products that
8 related to the patents.

9 MR. TREMBLAY: I did.

10 MR. JULANDER: And I believe his response was "I
11 don't know."

12 MR. TREMBLAY: His response is whatever his
13 response is, but go ahead and clarify.

14 MR. JULANDER: He just wants to clarify that.

15 BY MR. TREMBLAY:

16 Q. Go ahead.

17 A. I don't remember that question at all. And if I
18 remember, it was --

19 MR. JULANDER: Then it doesn't matter.

20 THE WITNESS: The answer is no.

21 BY MR. TREMBLAY:

22 Q. The answer to -- what's the question that you
23 understand it to be? Put it into context for me.

24 A. I believe the question you asked was, was any of
25 the work done for these two patents --

1 Q. Yes, applications.

2 A. -- applications was that work conducted at
3 Century Products. And I thought I answered. I said no.
4 The answer is no.

5 Q. Let me just clarify.

6 We're talking about the Wade Brown material patent
7 application and the Zach Taylor apparatus patent
8 application; correct?

9 A. Yes.

10 Q. What's the third application -- is it an
11 application?

12 A. It's an application.

13 Q. What's the third one? How would you characterize
14 it?

15 A. Third, it's a Zach Taylor apparatus No. 2 patent.

16 Q. Are you a co-inventor?

17 A. No.

18 Q. But this is Century-Board West?

19 A. It's assigned to Century-Board.

20 Q. Date of filing?

21 A. I don't recall.

22 Q. Okay.

23 A. After -- it's after the other two patents.

24 Q. It would be after 2003?

25 A. Yes.

1 Q. Just put post 2003. That's fair?

2 A. That's fair.

3 Q. Okay. Thank you.

4 Now, I had asked you a question in the morning as
5 to whether any of the work attributable to the inventions
6 giving rise to the patent applications that we've talked
7 about, the three of them, took place at Century Products.
8 And your answer to all three of those would be?

9 A. No.

10 Q. But the work did take place at other lab
11 facilities other than Century-Board's; correct?

12 MR. TAYLOR: At "Century Products."

13 MR. TREMBLAY: "Century-Board's." No, my question
14 is Century-Board's.

15 MR. ROBINSON: Correct.

16 BY MR. TREMBLAY:

17 Q. Other than Century-Board's; correct?

18 A. That's correct.

19 Q. And you've identified those as Coperion --

20 A. "Coperion."

21 Q. "Coperion," excuse me. And I can't pronounce the
22 other one.

23 A. Berstorff and another company.

24 Q. Yeah.

25 And that was where you described them for me where

1 you actually rented or received gratuitously the equipment
2 at their facility; correct?

3 A. That's correct.

4 Q. Now, did you use, at any time, facilities of
5 Century-Board to help develop any of the inventions that are
6 contained within the patent applications, the three that
7 we've talked about?

8 MR. JULANDER: Would you read that question back,
9 please.

10 THE WITNESS: "Century-Board"?

11 MR. TREMBLAY: Excuse me. If I said
12 "Century-Board," I meant "Century Products." Let me ask it
13 again for you.

14 And thank you for the correction.

15 MR. JULANDER: Okay.

16 BY MR. TREMBLAY:

17 Q. Did you use any of the facilities of Century
18 Products in any of the development of the inventions that
19 gave rise to the patent applications, the three that we've
20 talked about?

21 A. I'm not quite sure what you mean by "development."

22 Q. Well, let me just break it down. Fair question.
23 Let me try to rephrase it.

24 At any time during the -- any of the phases
25 leading up to the invention giving rise to a patent

1 application in the Wade Brown patent, the Zach Taylor
2 patent, or the third patent application known as the
3 Zach Taylor apparatus patent application, was any of that --
4 any of the phases leading up to those patent applications
5 ever done using any of the facilities of Century Products?

6 MR. JULANDER: Would you read that question back,
7 please. That's a really tough one.

8 MR. TREMBLAY: That's all right.

9 (The record was read by the court reporter.)

10 MR. JULANDER: It's vague and ambiguous, two
11 different distinctions.

12 THE WITNESS: I don't know what "phases" --

13 BY MR. TREMBLAY:

14 Q. Let me try to approach it another way.

15 Is it fair to say that at no time while you were
16 an employee of Century Products that you did anything that
17 led towards the inventions that are described in the three
18 patent applications?

19 A. That's correct.

20 Q. And is it your testimony that you used none of the
21 facilities at Century Products to assist in creating the
22 inventions that are described in the three patent
23 applications we've talked about?

24 A. That's correct.

25 Q. Okay. The lab books that comprised the period of

1 1991 to 2004 are your lab books that you've created wherever
2 you were performing research; correct?

3 A. Yes.

4 Q. Okay. They're not relegated to lab books for one
5 particular invention; is that correct?

6 A. That's correct.

7 Q. Okay. Do you have any method by which you
8 demarcate in your lab books, the lab -- the written lab
9 material related just to the Wade Brown patent application
10 that you've made?

11 A. No.

12 Q. And I have the same question for the Zach Taylor
13 and both of his apparatus -- let me ask the broader question
14 first.

15 Do any of your material in your lab books of 1991
16 to 2004 relate at all to any notes or materials on the
17 Zach Taylor patent applications, either one of the two?

18 A. Excuse me. Could you just say it again.

19 Q. I'll withdraw and repeat it.

20 A. Okay.

21 Q. Do any of your -- can we call them "lab books"?

22 A. That's fine.

23 Q. Do any portion of your lab books relate to the
24 Zach Taylor patent application, either the first one that he
25 filed or the second one?

1 A. I don't know.

2 Q. They might?

3 A. They might, yes.

4 Q. Okay. All right. Now, the question is, just as
5 to the Wade Brown patent application that you filed, I would
6 take it that some portion of your lab books relate to that.

7 A. That's true.

8 Q. But you're not able to demarcate other than by
9 reviewing the pages?

10 A. That's correct.

11 Q. So if an outsider like myself, I don't go to
12 chapter so-and-so, starts with this; correct?

13 A. That's correct.

14 Q. Now, with regard to the lab books, are they only
15 documented in the form of actual pages, or are they also
16 backed up by any kind of computer electronic devices, or are
17 they stored in disks, any portion of them?

18 A. No.

19 Q. Okay. Do you have any disks whatsoever storing
20 any of your lab materials?

21 A. Lab books?

22 Q. Lab materials, any of the materials. I don't
23 know -- I want to get even the raw notes, anything of that
24 nature. Have you in the past or do you today keep it on
25 disks, computer disks?

1 A. There are lab reports that are -- some of which
2 are on disks. The lab books are not.

3 Q. Are the lab reports contained within the lab
4 books? Are they two different things?

5 A. They're two different things.

6 Q. Okay. Now, is it fair for me to characterize the
7 lab books as raw notes of research?

8 A. Correct.

9 Q. And lab reports -- is it fair for me to
10 characterize the way you've created lab reports as the
11 distilling of raw notes, adding to conclusions,
12 hypotheticals, and come to a more formal presentation that's
13 a lab report?

14 A. Correct.

15 Q. Now, do you separately keep all your lab reports
16 from the lab books? They're in a different location?

17 A. That's correct.

18 Q. All right. And where are they located?

19 A. Which?

20 Q. Lab reports, any of them.

21 A. Lab reports are in Florida and in -- somewhere in
22 California.

23 Q. Okay. Storage facility?

24 A. No, somebody's office.

25 MR. JULANDER: Let me clarify. Were those

1 originals that you sent me or copies?

2 THE WITNESS: No.

3 MR. TREMBLAY: I'm talking about originals.

4 MR. JULANDER: I think he's trying --

5 MR. TREMBLAY: Copies, they could be anywhere.

6 THE WITNESS: The originals are in Florida. And
7 the original lab books, did you ask, as well as --

8 BY MR. TREMBLAY:

9 Q. Well, I was assuming the original lab books are in
10 Florida. Is that correct?

11 A. That's correct.

12 Q. The lab books and lab research, to the extent that
13 they exist, wherever they exist in Florida, that would be at
14 your residence?

15 A. That's correct.

16 Q. Are they separated, demarcated in any manner by
17 virtue of the title itself, like lab report, whatever it's
18 on, put together in a stapled form?

19 A. Yes.

20 Q. Then the next lab report -- I could easily go and
21 see each lab report?

22 A. That's correct.

23 Q. Are they kept in chronological order or subject
24 matter order?

25 A. Chronological.

1 Q. Do you, to the best of your knowledge, have copies
2 of your lab reports that you have ever authored?

3 MR. JULANDER: Objection. Vague and ambiguous as
4 to time. You mean from the beginning of time to today?

5 BY MR. TREMBLAY:

6 Q. Yeah. All lab reports authored or authored
7 through Century-Board, have you kept?

8 MR. JULANDER: So let me be clear. The question
9 is limited to as Century-Board?

10 MR. TREMBLAY: No, or --

11 MR. JULANDER: He may have lab reports that go
12 back to the '60s.

13 MR. TREMBLAY: That's all I want to know.

14 MR. JULANDER: Universe?

15 THE WITNESS: There may be a few missing.

16 BY MR. TREMBLAY:

17 Q. Would any of the ones that would be missing be
18 ones of Century-Board's lab reports?

19 A. Yes.

20 Q. So it could be either your own lab reports or
21 Century-Board's lab reports, there might be a few missing?

22 A. Why that distinction, me or Century-Board?

23 Q. Well, let me just back it up. I'm making the
24 distinction without assuming something, and maybe I should
25 get that established.

1 Are all lab reports essentially lab reports?

2 A. No.

3 Q. What are the entities that would be, for want of a
4 better term, the author of the lab reports?

5 A. Ecomat or Century-Board.

6 Q. Okay. Thank you.

7 So of all lab reports -- as best as you know,
8 there may be a few missing -- would they be Century-Board or
9 Ecomat or a combination?

10 A. Combination.

11 Q. Could be either one?

12 A. Yes.

13 Q. Okay. Very good.

14 The raw material, that is, the raw notes that were
15 part -- at least part of the basis for the lab reports, are
16 those raw material, as far as you know, all contained within
17 your lab books, the lab books?

18 MR. JULANDER: Objection. Vague and ambiguous.

19 BY MR. TREMBLAY:

20 Q. All the reports -- let me withdraw.

21 Of all the reports that you have, did the raw
22 material come out of notes out of the lab books? I just
23 want to know if there's a different source.

24 MR. JULANDER: Do you understand his question?

25 THE WITNESS: Yes.

1 BY MR. TREMBLAY:

2 Q. It's a source material question, I'm asking.

3 A. They did not all come from the lab books.

4 Q. So some of the lab reports come from source
5 material other than the lab books; correct?

6 A. That's correct.

7 Q. Do some of the lab reports predate the source
8 material, predate your lab books, predate 1991 as a source
9 material?

10 MR. JULANDER: Do you understand his question?

11 THE WITNESS: Yes, I do.

12 MR. JULANDER: Okay.

13 THE WITNESS: I'm not sure.

14 BY MR. TREMBLAY:

15 Q. Okay. Let me ask you this question: Of all your
16 material, of all your lab notes that were the basis for any
17 of the lab reports you have, are those contained in your lab
18 books?

19 A. No.

20 Q. And why is that? What's the explanation for that?

21 A. Some of the work that was done early on was not
22 done in the Century-Board facilities. It was done elsewhere
23 by me. And there may be no lab books that supported that or
24 where it is recorded. And a report might have been written,
25 but the original data was not in the lab books.

1 Q. Okay. Is any of the lab reports that you have,
2 the original data of which is not supported by your lab
3 books, supported by any information in Century Products'
4 books -- lab books, lab reports, lab material, to your
5 knowledge?

6 A. Could you read that again.

7 MR. TREMBLAY: Go ahead, reread it for him.

8 (The record was read by the reporter.)

9 MR. JULANDER: Do you understand the question?

10 THE WITNESS: Yeah.

11 No, I guess I don't understand. I don't know how
12 to understand that.

13 BY MR. TREMBLAY:

14 Q. What don't you understand about the question and
15 I'll try to rephrase the part that you don't understand?
16 Once again, I'm focusing on source material. I'm trying to
17 find out if any of the source material comes from Century
18 Products.

19 MR. JULANDER: That's contained in your reports.

20 BY MR. TREMBLAY:

21 Q. Contained in your reports.

22 A. The answer to that is yes.

23 Q. All right. In your lab reports, do you give
24 credit -- I'll use for a better -- want of a better term --
25 as a lawyer, I would say citations, something I would write.

1 But do you give credit to the source material? Do you cite
2 to the source material when you give a lab report?

3 A. Generally, yes.

4 Q. So in the lab reports where the source material
5 comes from Century Products' material, does that lab report,
6 to the best of your knowledge, give credit to that being the
7 source material, Century Products' material?

8 A. I assume so.

9 Q. All right. That was your intent when you were
10 creating it; correct?

11 A. That's correct.

12 Q. So it would be a proper methodology in writing a
13 lab report for the author to credit his source material;
14 correct?

15 A. That's correct.

16 Q. That's good science; correct?

17 A. That's correct.

18 Q. And so if I were to read a lab report of yours
19 that is in a compilation of lab reports that still exist, I

20 should be able -- as a lay person, I should be able to read,
21 in the four corners of that document from beginning to end,
22 if there was material that was source material of Century
23 Products, it would say so and you would expect that?

24 A. Sort of.

25 Q. Okay. Explain.

1 A. It may not say Century Products. It might say a
2 person at Century Products' lab book who happened to be an
3 employee of Century Products.

4 Q. Okay. Very good. Thank you.

5 Now I want to get back to the patent applications.

6 A. Okay.

7 Q. I appreciate your patience in dealing with me on
8 this, but I want to get -- kind of get through this.

9 It's my understanding that you can have a
10 provisional patent application, you can have a patent
11 application. Do you understand that correctly, too?

12 A. Loosely, yes.

13 Q. Now, it's also -- I've read contracts in this
14 case. And you know -- and we can pull them out, and we can
15 go through all that. But I think -- I'm going to try to
16 test -- you probably have a pretty good working knowledge of
17 the contracts in some respect.

18 And the contracts -- you had some contracts
19 through Century-Board with Century Products. Do you
20 remember that? That's what we're litigating on.

21 A. Yes.

22 Q. Okay. Fine. And you had an employment contract
23 between Wade Brown and Century Products; correct?

24 A. Correct.

25 Q. Okay. In the -- what I'll characterize as the

1 restated and amended sublicense agreement between
2 Century-Board and Century Products, do you recall that, on
3 November 26, 2002?

4 A. Yes.

5 Q. Okay. Very good.

6 In that contract, there's a clause that
7 indicates -- and I'm characterizing it, all right? -- that
8 during the period of time that the license is in existence,
9 also companion while you're employed by Century-Board, to
10 the extent --

11 MR. ROBINSON: Century Products.

12 BY MR. TREMBLAY:

13 Q. -- while you're employed by Century Products, any
14 application by -- I'll withdraw it.

15 Any time during the existence of a license or
16 during your employment, if Century-Board files a file patent
17 application, you are to give notice to Century Products.

18 Is that a fair understanding of the contract?

19 A. I don't know.

20 Q. While I'm getting you prepared so that we'll go
21 through these agreements, let me ask it this way so -- I
22 want us to try to save time.

23 The patent application for Wade Brown, that one to
24 begin with, when -- prior to this litigation, prior to you
25 filing for a restraining order, filing that lawsuit against

1 Century Products, when did Century-Board or you give notice
2 to Century Products that the patent application known as the
3 Wade Brown patent application had been filed?

4 A. I don't know the date. I'm not sure what you mean
5 by "notice."

6 Q. Well, did you ever give Century -- let me approach
7 it this way: Did you ever give Century Products notice of
8 the filing of the patent application known as the Wade Brown
9 patent application?

10 A. What I don't understand is the word "notice."

11 MR. JULANDER: Let them know.

12 Is that fair.

13 THE WITNESS: The answer is yes.

14 BY MR. TREMBLAY:

15 Q. Okay. When?

16 A. While -- before, during, and after the patent was
17 written --

18 Q. Okay. Who --

19 A. -- the patent application was written.

20 Q. I'm sorry, I interrupted you and I apologize.

21 A. That's okay.

22 Q. Who did you give notice to?

23 A. John Taylor.

24 Q. And how?

25 A. I believe I handed him a copy.

1 Q. All right. And it would be a copy of what?

2 A. Patent -- well, I believe, even during the stages
3 of when we were writing or while we were writing before it
4 went to the patent attorney and after it came back from the
5 patent attorney and also in Ameren.

6 Q. Now, in patent applications, there are various
7 stages of preparing the application. Would you agree?

8 A. Yes.

9 Q. And when you say the attorney, you mean
10 Bruce Gray; correct? Not the Ameren attorney, your
11 attorney, were you talking about Bruce Gray?

12 A. I didn't mention Bruce Gray.

13 Q. I know you didn't, but you said when it was in the
14 attorney.

15 A. Oh, yeah, I'm sorry. Yes, patent attorney was
16 Bruce Gray.

17 Q. Bruce Gray, okay.

18 There are various stages of preparation of the
19 documentation, and that would be true, in your experience?

20 A. Yes.

21 Q. And the description of -- there's forms that go
22 with the patent application. Then there's a description of
23 the actual invention itself. Correct?

24 A. Yes.

25 Q. And many times, the description goes through

1 different drafts; correct?

2 A. Correct.

3 Q. Prior to the drafts, it gets to the filing office
4 with the U.S. Patent Office; correct?

5 A. Correct.

6 Q. Okay. And that's your experience in this
7 particular patent, the Wade Brown patent application;
8 correct?

9 A. Correct.

10 Q. And you had some influence on give-and-take with
11 Bruce Gray -- I don't want to get into the detail of that
12 yet -- give-and-take on that prescription; correct?

13 A. Correct.

14 Q. Okay. Is it your testimony that you provided the
15 patent application -- the final patent application to
16 Century Products that was filed with the U.S. Patent Office?

17 A. Yes.

18 Q. Okay. You did that by handing it to John Taylor?
19 I'm not talking about the drafts. I'm not talking about the
20 proposed. I'm talking about the document which found itself
21 filed with the U.S. Patent Office by your attorney,
22 Bruce Gray.

23 A. I assume so.

24 Q. Why do you say "I assume so," as opposed to being
25 able to tell me "yes" or "no"?

1 A. Because I don't remember which of these forms --
2 these patent forms came at what time and what was the
3 formula. Actually I saw -- I mean, I don't -- there were
4 lots of reiterations that also went to Ameren's patent
5 attorneys.

6 Q. That would be Armstrong, Teasdale?

7 A. Yes.

8 Q. Thank you very much.

9 A. And all this paper moving around, I don't really
10 remember what -- who saw what, when, but there is certainly
11 nothing --

12 Q. Certainly nothing what?

13 A. There's certainly nothing hidden. It was wide
14 open, who was doing this, who was seeing all the copies, the
15 communications between the two patent attorneys.

16 Q. Okay. Now, with regard -- would that be the same
17 answer, that is, there was nothing hidden, everything was
18 transferred back and forth between the attorneys, with the
19 Zach Taylor patent application, both versions of them?

20 A. No. First version, yes; second version, no.

21 Q. What was the difference you understood between the
22 first version of the Zach Taylor patent application as
23 opposed to the second version?

24 MR. JULANDER: First, I'm not sure you want to say
25 "version."

1 MR. TREMBLAY: He did. I'm only using his term.

2 MR. JULANDER: I object. It's vague and
3 ambiguous. Him causing the ambiguity, it isn't there's two
4 versions of the patent. There's actually two patent
5 applications he's testified to.

6 MR. TREMBLAY: Well --

7 MR. JULANDER: That's my objection. You can go
8 with it.

9 MR. TREMBLAY: You can't object to his own
10 testimony.

11 MR. JULANDER: Trying to help. That's all it is.

12 MR. TREMBLAY: And I appreciate that. Let me
13 clear it up.

14 BY MR. TREMBLAY:

15 Q. Are there two separate patent applications by
16 Zach Taylor?

17 A. Yes.

18 Q. For -- can we call them patent application 1 and
19 2?

20 A. Yes.

21 Q. Zach Taylor 1 and 2?

22 A. Yes.

23 Q. Okay. Very good. Thank you.

24 With regard to patent application 1, it's your
25 testimony that patent application No. 1 of Zach Taylor was

1 fully disclosed to Century Products?

2 A. Correct.

3 Q. But patent applications Zach Taylor No. 2 was not;
4 correct?

5 A. Well, it depends on the date.

6 Q. Well, any time. I'm talking about prior.

7 Once again, let me go back before this lawsuit
8 starts. Okay?

9 THE WITNESS: When did the lawsuit start?

10 MR. JULANDER: It was March or April '04.

11 MR. ROBINSON: I believe the complaint was filed
12 late May, early June, if I'm not mistaken.

13 MR. TREMBLAY: Say June 1st of 2004.

14 MR. JULANDER: At least part of that.

15 THE WITNESS: Then I don't know the answer.

16 BY MR. TREMBLAY:

17 Q. So how was -- how would it -- since your
18 separation from Century-Board as an employee, do you
19 recall -- well, let me withdraw that.

20 Let me go back to the Zach Taylor application

21 No. 1. How was that disclosed to Century Products?

22 A. I believe that went through the same discussions
23 with Armstrong, Teasdale and Century Products' people as the
24 Wade Brown material patent.

25 Q. Okay. Did you give a copy of that application,

1 the Zach Taylor No. 1 application, to John Taylor also?

2 A. I assume so.

3 Q. But you have no recollection one way or the other?
4 I'm plumbing the depths of your recollection now. You
5 assume so, you say. Is that because you have some memory or
6 it's just -- what are you relying upon?

7 Zach Taylor No. 1 I'm talking about now.

8 A. It was such an open discussion amongst all the
9 people involved, I can't imagine that everybody wouldn't see
10 the paper.

11 Q. Okay. All right. But you don't have a specific
12 recollection of giving it to John Taylor?

13 A. Not specific, no.

14 Q. True statement?

15 A. True statement.

16 Q. But you do have a specific recollection of giving
17 the patent application of Wade Brown to John Taylor?

18 MR. JULANDER: Objection. Misstates the witness'
19 testimony.

20 MR. TREMBLAY: It may be. That's what I'm trying
21 to find out.

22 THE WITNESS: I think I would think it over. I
23 don't specifically remember handing it to him, but I -- as I
24 said a minute ago, it was all so open and papers moving
25 around, I can't imagine he didn't see it.

1 BY MR. TREMBLAY:

2 Q. But the Zach Taylor No. 2 application was dealt
3 with differently?

4 A. That's correct.

5 Q. Okay. Why?

6 A. We were not at Century Products when this was
7 done, so that couldn't occur the same way. Ameren's
8 attorneys were not involved, so that was different. And
9 Zach Taylor did not do it as an employee of Century-Board.

10 Q. What did he do it as, as you understood?

11 A. An outside consultant.

12 Q. Are you listed a co-inventor?

13 A. No.

14 Q. Did you take pains to make sure you were not
15 listed as an inventor on the Zach 2 apparatus patent
16 application?

17 MR. JULANDER: Objection. Vague and ambiguous.

18 THE WITNESS: I don't know what you mean by --

19 BY MR. TREMBLAY:

20 Q. Well, did you make sure -- you told me previously
21 this morning you were unsure whether or not, on No. 1, you
22 were a co-inventor, but you are sure you're not a
23 co-inventor on No. 2; correct?

24 A. That's correct.

25 Q. Did you take any steps to ensure that you were not

1 a co-inventor?

2 A. No.

3 Q. Did you review the patent application to make sure
4 you were not a co-inventor?

5 A. I reviewed the patent application. I don't know
6 if I reviewed it for that purpose.

7 Q. You reviewed the one that was filed with the
8 patent office, the finished product, not a draft?

9 A. No, I did not.

10 Q. You did not review the finished product?

11 A. I reviewed a draft.

12 Q. Okay. As far as you know, was the Zach Taylor
13 No. 2 patent application filed by Bruce Gray also?

14 A. No.

15 Q. Okay. Do you know the attorney that filed that?

16 A. I don't know the attorney.

17 Q. Was it a different law firm?

18 A. Yes.

19 Q. Okay. Did Century-Board pay for that attorney?

20 A. Not directly.

21 Q. But you reimbursed Zach Taylor?

22 A. Yes.

23 Q. Does Century-Board have an agreement with
24 Zach Taylor that it's going to receive any benefits if that
25 patent is issued on patent application No. 2?

1 A. The patent was assigned to Century-Board.

2 Q. Okay. So --

3 A. Application was assigned to Century-Board.

4 Q. Thank you very much.

5 I have a hearing deficit, so sometimes when you
6 drop your voice, I won't be able to hear it. And I
7 apologize ahead of time if I ask you to repeat things.

8 A. Fine.

9 Q. Thank you.

10 The patent application assignment, if I may
11 characterize it as such, was that done prior to the
12 application being filed or after?

13 A. I don't know.

14 Q. Is it subject to a written agreement between
15 Century-Board and Mr. Taylor?

16 A. No.

17 Q. The assignment is not --

18 A. No. I'm sorry.

19 Q. The assignment is the subject of a written
20 assignment? It's reduced to writing?

21 A. Yes.

22 Q. Did you sign it on behalf of Century-Board? Is it
23 signed by Century-Board at all or --

24 A. I don't know.

25 Q. But it's signed by Zach Taylor; correct?

1 A. Yes.

2 Q. All right. Those documents are in your possession
3 as the Century-Board manager?

4 A. Yes.

5 Q. Okay. Have you given that document to your
6 lawyer, Mr. Julander?

7 A. I don't know.

8 Q. Okay. And is that document an original or a copy
9 that you use for your corporate records in Florida?

10 A. Yes.

11 Q. And you would expect, if you read that document,
12 it would tell you the date of the assignment?

13 A. Of course.

14 Q. And can you give me any time frame of that
15 assignment from recollection?

16 A. Certainly 2005.

17 Q. Okay. Have you ever notified Century Products
18 that Century-Board is the assignee of the Zach Taylor second
19 apparatus patent application?

20 A. Yes.

21 Q. When and how did you do that?

22 A. By sending them copies of the patent text and
23 whatever else went with it.

24 Q. This is the second application?

25 A. Number 2.

1 Q. And is this before the litigation or after the
2 litigation?

3 A. After.

4 Q. Okay. Now my question is, at any time prior to
5 the -- to the lawsuit being filed by you against Century
6 Products, did you ever notify Century Products that they --
7 that Century-Board was the assignee of the Zach Taylor
8 second apparatus patent application before the lawsuit?

9 MR. JULANDER: So before -- we've decided --

10 MR. TREMBLAY: June 2001.

11 MR. JULANDER: -- at least by June 2004.

12 THE WITNESS: I think the signing may have
13 occurred after June.

14 BY MR. TREMBLAY:

15 Q. Okay. So the answer would be no?

16 A. "No."

17 Q. Okay. Do you know where Zach Taylor received --
18 excuse me. Let me withdraw that.

19 Have you seen any operational apparatus in
20 existence anywhere that is described in the Zach Taylor
21 second apparatus patent application?

22 MR. JULANDER: Do you understand the question?

23 THE WITNESS: No.

24 MR. JULANDER: Read it back.

25 MR. TREMBLAY: Read it back.

1 (The record was read by the reporter.)

2 BY MR. TREMBLAY:

3 Q. What is it about it you don't understand?

4 A. Well, the patent covers lots of apparatus -- a lot
5 of different apparatuses and I don't quite remember what
6 I've seen compared to what it says in that patent.

7 Q. Okay. Have you seen any operational apparatus in
8 existence at Century Products that is described at -- in the
9 second Zach Taylor patent application?

10 MR. JULANDER: Objection to the extent that it
11 calls for a legal conclusion.

12 MR. TREMBLAY: I'm not asking for that.

13 MR. JULANDER: In the context of what legal
14 understanding it would need -- he would need in order to
15 establish what a patent application entails. But in terms
16 of his own understanding, he may answer the question.

17 THE WITNESS: Well, I don't -- besides the legal
18 side, I'm not even sure that the apparatus at Century
19 Products is described in the patent. I don't know that.

20 BY MR. TREMBLAY:

21 Q. Okay. All right. Do you know if any Century
22 Products operational apparatus was described in the first
23 Zach Taylor patent application?

24 A. It's the same answer. I would assume that the
25 first machine that they had operating, Century Products

1 would be described in the first patent, but I'm not
2 positive. I don't --

3 Q. Okay. And when you say "the first machine,"
4 that's different -- you've been to the operation -- to the
5 plant today; correct?

6 A. Yes.

7 Q. And you've seen the apparatus that's being
8 operated today; correct?

9 A. Yes, correct.

10 Q. So we have an understanding on the record, what
11 you've seen operating at Century Products today, that's not
12 the first machine; correct?

13 A. That's correct.

14 Q. Okay. The first machine is something that was
15 being operated while you were employed there?

16 A. That's correct.

17 Q. And that machine is the one that you would expect,
18 though you don't know for sure, would be described in the
19 first Wade -- excuse me, first Zach Taylor patent

20 application; correct?

21 MR. JULANDER: And again, I have to object on the
22 grounds that it calls for a legal conclusion.

23 MR. TREMBLAY: You can have that continuing
24 objection throughout the deposition.

25 MR. JULANDER: Fair enough.

1 MR. TREMBLAY: He's not a lawyer. I don't ask for
2 a legal conclusion from someone that's not a lawyer.

3 THE WITNESS: Probably.

4 BY MR. TREMBLAY:

5 Q. Okay.

6 A. Again, I don't --

7 Q. I understand -- I understand you don't know for
8 sure, but you think it would be likely?

9 A. Yes.

10 Q. Would that be a fair?

11 A. Fair.

12 MR. JULANDER: May I take just a moment?

13 MR. TREMBLAY: Absolutely.

14 (A recess was taken.)

15 BY MR. TREMBLAY:

16 Q. Is there anything in your testimony that you want
17 to change?

18 MR. JULANDER: It's up to you if you want to
19 clarify --

20 BY MR. TREMBLAY:

21 Q. We had a pending question, and I think that's why
22 you took a break. Right?

23 MR. JULANDER: There was a pending question?

24 MR. TREMBLAY: I'll withdraw it if there was a
25 pending question.

1 BY MR. TREMBLAY:

2 Q. Is there anything you want to clarify?

3 A. Yes.

4 Q. Go ahead.

5 A. It has to do, when you asked about the equipment
6 sitting -- apparatus is sitting in Century Products and did
7 that -- is that in the patents.

8 Q. Yes. Is it described in the patents at all?

9 A. Zach Taylor No. 1, is that the one you were asking
10 about?

11 Q. Yes.

12 A. And the answer, I believe, to the extent was, of
13 course, if I'm the co-inventor, I should certainly know that
14 my part of the invention was a part of the machine. It
15 wasn't the whole thing. And a lot of stuff in the patent is
16 very engineering oriented, which I don't pay a lot of
17 attention to.

18 And things did get changed by the patent attorney.

19 So that a patent -- machine fully described by the patent,
20 the extent was yes and probably yes, but I can't be positive
21 without reading it again.

22 Q. Okay. Thank you.

23 Based on that answer, I'd like to ask some
24 questions as a follow-up.

25 With regard to the second Zach Taylor, was there

1 an intent to describe any Century Products operational
2 equipment in existence, in the past or today, in that
3 preliminary -- excuse me, in that patent application, that
4 second one?

5 A. The intent was to cover part of the inventions
6 that we had before Century Products that we had not
7 mentioned in the first patent, Zach Taylor patent.

8 Q. Okay.

9 A. And that was the intent.

10 Q. Okay. While you were at Century Products, would
11 you not agree that the -- can we call the machines at
12 Century Products machine 1, machine 2?

13 A. Fine.

14 Q. Would you agree that while you were at Century
15 Products, machine No. 1 was the first one that was being
16 used to try to form the synthetic lumber; correct?

17 A. Correct.

18 Q. And then a parallel machine was purchased and
19 being modified to make the synthetic lumbar towards the end
20 of the time you were employed there. Is that a fair
21 statement? You hadn't abandoned machine No. 1, had you, or
22 is machine No. 2 also at the facility?

23 A. When I left, machine No. 1 was there, but I think
24 it started to be disassembled when No. 2 had arrived.

25 Q. And was getting ready to be put into operation?

1 A. Ready to be, yes.

2 Q. Okay. Thank you very much.

3 And Zach Taylor was there, too; right?

4 A. Yes.

5 MR. JULANDER: Objection. Vague and ambiguous as
6 to time.

7 BY MR. TREMBLAY:

8 Q. Same time as the machine 1 and 2 are there;
9 correct?

10 A. I don't know about the days, but in that rough
11 time period, yes.

12 Q. When both machines were at the facility?

13 A. Well, during that latter part when I was leaving,
14 I don't think he was there much, but probably he was there.

15 Q. Okay. All right. Is Century-Board anywhere other
16 than -- let me withdraw.

17 I want to exclude from this question the machine
18 that's currently operational we've identified as machine
19 No. 2 -- operational, to the extent it is, at the Century

20 Products plant in Anaheim. Okay?

21 A. Yes.

22 Q. Is there anywhere else where Century-Board has
23 access to a machine that's currently operational in making
24 synthetic lumber?

25 A. Could you say it again.

1 Q. Does Century-Board have access to any other
2 machine that's making synthetic lumber?

3 A. No.

4 Q. Is there any machine that you're aware of other
5 than Anaheim machine No. 2 at Century Products that is in
6 existence, in your opinion, that can make synthetic lumber
7 for Century-Board, whether you have access to it or not,
8 for --

9 MR. JULANDER: Objection. Vague and ambiguous.

10 THE WITNESS: I don't really -- I don't know how
11 to answer that.

12 BY MR. TREMBLAY:

13 Q. Let me break it down.

14 A. Okay.

15 Q. Century-Board, as I understand, claims that it has
16 a process to make synthetic lumber.

17 A. Correct.

18 Q. The process of Century-Board that makes synthetic
19 lumber, is it being made anywhere in the United States other
20 than the Anaheim plant?

21 A. On that type of machine?

22 Q. Any machine right now.

23 A. But a machine?

24 Q. A machine, not a form box, okay, a machine.

25 A. No.

1 Q. Are there any other licensees of Century-Board --
2 and I'm talking about Century-Board USA -- other than
3 Century Products for the Century-Board process to make
4 synthetic lumber in existence today?

5 A. No.

6 Q. I want to get back to the patent applications. I
7 think I said this already, but we got kind of sidetracked.

8 As you've become educated through the experience
9 with dealing with patent applications, do you understand
10 that there's documentation that are characterized as
11 provisional patent applications?

12 A. Yes.

13 Q. Okay. I have gone through with you and you've
14 been kind enough to identify for me Century-Board's
15 relationship with patent applications. I would like to
16 break it down to segmenting even provisional patent
17 applications.

18 With regard to any one of the three, were there
19 provisional patent applications in existence at any time,
20 whether Century-Board was supporting them, involved in them
21 in any way?

22 A. I'm quite sure -- not 100 percent, but quite sure
23 that the third patent was started as a provisional patent.

24 Q. Okay. And as best as you recall, do you know the
25 date that the third patent application -- what we have

1 identified as Zach Taylor second apparatus patent
2 application, do you know the date for that provisional
3 patent application? Would that have been 2003 also?

4 A. I don't know.

5 Q. In any of the patent applications or provisional
6 patent applications, do you know the date of first indicated
7 use as shown to the patent office in any one of those
8 inventions?

9 A. No.

10 Q. Okay. Would it surprise you, based on your
11 knowledge, that the first indicated use would be after you
12 left the employment of Century Products on any one of those
13 applications?

14 MR. JULANDER: Objection. It's vague and
15 ambiguous.

16 BY MR. TREMBLAY:

17 Q. Do you understand it?

18 A. Not really.

19 Q. Let me put it this way: It's my understanding

20 that February 18, 2004, you're terminated from the
21 employment of Century Products. Fair?

22 A. Fair.

23 Q. Okay. Based on your knowledge of the patent
24 applications, the three that we've talked about, including
25 the provisional, all right, would you expect the claimed

1 first use of any of those inventions predated your date of
2 termination from Century Products, knew one of them
3 predated?

4 MR. JULANDER: Do you understand his question?

5 THE WITNESS: I don't know what the date of first
6 use is.

7 BY MR. TREMBLAY:

8 Q. You're not aware in the patent application you
9 indicate the invention's first use or first --

10 A. No, I don't know that.

11 Q. Okay. All right. Let me ask it this way:
12 Regardless of what the patent application says, the date of
13 invention --

14 A. "Invention"?

15 Q. Yes. The date that it was invented, the
16 Wade Brown patent application, was that the date before your
17 termination, the date it was invented?

18 A. Yes.

19 Q. The date of invention, co-inventor Zach Taylor and
20 Wade Brown apparatus, application No. 1, was the date before
21 you were terminated by Century Products?

22 A. Yes.

23 Q. To the extent you know, the date that the
24 Zach Taylor patent application we've identified as the
25 second apparatus patent application, was the date of

1 invention prior to the date of your termination by Century
2 Products?

3 A. Yes.

4 Q. Okay. Now, you came to work at Century Products
5 in November of 2002; correct?

6 A. (Witness shakes head from side to side.)

7 Q. I don't know the exact date. I thought it was
8 contemporaneous. Let me back that up. Good point. You
9 were shaking your head. You're making me remember
10 something?

11 The date of your employment agreement was with
12 Century Products November 2002; correct?

13 MR. JULANDER: "Employment"?

14 THE WITNESS: Yes.

15 BY MR. TREMBLAY:

16 Q. Okay. Did you consider that you were employed
17 prior to that time by Century Products?

18 A. Yes.

19 Q. Okay. And I think, if you know -- I read your

20 declaration. And is it fair to say that the declaration you
21 filed in the lawsuit that's part of this litigation says
22 that six months prior to your employment agreement being
23 signed you were an employee of Century Products?

24 A. I was a consultant, I believe, but --

25 Q. Did you consider yourself an employee?

1 A. Yes.

2 Q. So that would have been, then, about May of 2002.

3 Fair statement?

4 A. Fair.

5 Q. Okay. So for the purposes of this litigation, may
6 it, then, be accepted that you were an employee as of May
7 2002 until February of 2004 of Century Products?

8 A. Yes.

9 Q. Now, getting back to the patent application, the
10 Wade Brown patent application that you've identified, was
11 that invention prior -- was it invented prior to the time
12 that you became an employee of Century Products?

13 A. Yes.

14 Q. Okay. And would you expect that your lab books in
15 Florida would be able to provide material to support that?

16 A. Yes.

17 Q. Okay. Would any of your lab reports provide
18 material to support that it was an invention prior to your
19 employment -- your first employment at Century Products, lab
20 reports?

21 A. Support --

22 Q. Support that it was an invention prior to the time
23 of May of 2002.

24 A. May not say that exactly.

25 Q. But it would support it?

1 A. Yes.

2 Q. Okay. And you might have to explain it, but it
3 would support it?

4 A. Yes.

5 Q. Okay. Thank you.

6 Have you provided any portion of your lab books or
7 lab reports to your attorney that support the fact that your
8 invention, as described in the Wade Brown patent
9 application, was invented prior to you becoming employed by
10 Century Products? Have you provided those to your attorney,
11 those source data?

12 MR. JULANDER: Objection. Compound. Let's break
13 it down.

14 He's asked you --

15 BY MR. TREMBLAY:

16 Q. Yeah, I've asked you two things. That's exactly
17 right. I can break it down for you, but I'm asking lab
18 reports and lab book.

19 A. The lab reports that support that conclusion are
20 in possession of my attorney, yes.

21 Q. Very good.

22 But the lab book portions --

23 A. The lab books are not.

24 Q. Okay. Thank you very much.

25 Now we're going to move to the Zach Taylor

1 application No. 1.

2 Was that invented prior to the time you became an
3 employee of Century Products?

4 A. Yes.

5 Q. Was the portion that you claimed to be the -- you
6 know, let me withdraw that.

7 You said there were parts of that apparatus that
8 you actually invented. True?

9 A. True.

10 Q. And that's why you're co-inventor of the entirety.
11 True?

12 A. Yes.

13 Q. The portions that you invented in the Zach Taylor
14 application No. 1, were those portions created prior to you
15 becoming an employee of Century Products?

16 A. Yes.

17 Q. Do your lab books support that?

18 A. Maybe.

19 Q. Other than your lab books, would there be any

20 other source documentation in your possession that you can
21 characterize, identify for us, that would support that fact,
22 that the portion you invented on apparatus No. 1 of the
23 Zach Taylor patent application was invented by you prior to
24 your employment in May of 2002 by Century Products?

25 A. Yes.

1 Q. Okay. What would that be?

2 A. Lab reports versus lab books.

3 Q. Very good.

4 A. And there are some -- there are quotes from
5 vendors on some of these systems that we didn't purchase,
6 but we got quotes. And there are drawings made mostly by
7 Zach Taylor, because he can draw better, showing these
8 design inventions.

9 Q. And the drawings, to the best of your knowledge,
10 are dated?

11 A. I don't know. I haven't found them yet, but --

12 Q. That was my next question.

13 Where is the -- the vendors -- do you have any
14 copies of the vendors' invoices or quotes?

15 A. Yes.

16 Q. And they are located in Florida, lawyer's office,
17 Mr. Robinson's office?

18 MR. JULANDER: Let me be clear.

19 MR. TREMBLAY: Go ahead.

20 MR. JULANDER: Anything that Mr. Brown has given
21 to me, I have given to you. I have not withheld anything.

22 MR. TREMBLAY: Fair statement. Thank you very
23 much.

24 MR. JULANDER: If he gave it to me, you have it
25 somewhere.

1 THE WITNESS: You have --

2 BY MR. TREMBLAY:

3 Q. So you gave it to your lawyer?

4 A. Yes.

5 Q. The vendors quotes for the equipment you gave to
6 your attorney, Mr. Julander, who you assume gave it to
7 Mr. Robinson, and Mr. Julander has been kind enough to tell
8 us that that's the case?

9 A. Yes.

10 Q. With regard to the drawings by Zach Taylor, you
11 don't know where they are?

12 A. No, I don't know where they are.

13 Q. You're still in the course of trying to find them?

14 A. No. I wasn't looking.

15 Q. And, therefore, this is kind of a -- what we call
16 a close-the-door question: You never gave those drawings to
17 your lawyer; correct?

18 A. That's correct.

19 Q. Have you asked Zach Taylor if he has those
20 drawings?

21 A. A couple of years ago, I asked him if he could
22 find his drawings, yes.

23 Q. Were you an employee of Century Products at the
24 time that you asked him if he could find his drawings?

25 A. Yes.

1 Q. And what did he tell you?

2 A. He was going to look. And I don't know that I
3 ever heard an answer. I don't know.

4 Q. Okay. Thank you very much.

5 Did you give the lab reports that support your
6 invention in the patent application No. 2 of Zach Taylor to
7 your lawyer?

8 A. Can you repeat that. "No. 2"?

9 Q. Yeah, "No. 2." Excuse me, withdraw.

10 Let's just talk about the Zach Taylor patent
11 application that you're a co-inventor, No. 1. I apologize.

12 Did you give the lab reports that support the fact
13 that you created that portion of the invention that you're
14 the inventor before your employment -- did you give those
15 lab reports to your lawyer?

16 A. Yes.

17 Q. Thank you.

18 Now, going to Zach Taylor apparatus patent
19 application No. 2, is there any material you have in your

20 possession that you're aware of that supports that the
21 Zach Taylor apparatus patent application No. 2 was invented
22 prior to your employment at Century Products?

23 A. Yes.

24 Q. Describe it.

25 A. It would be also drawings we have from Zach Taylor

1 and myself. There are equipment quotes from vendors again,
2 and some of it -- portions of it might be in the lab
3 reports.

4 Q. To the extent those documents exist, have you
5 given those documents, any portion or all of them, to
6 Mr. Julander?

7 A. I've given the lab reports, the vendor quote -- a
8 vendor quote, and not the drawings, to Mr. Julander.

9 Q. You have copies of the drawings, though?

10 A. No. They're the same pile.

11 Q. Okay. Thank you.

12 So as far as -- you don't know if they exist
13 anymore?

14 MR. JULANDER: Don't speculate.

15 THE WITNESS: No, I think they exist.

16 BY MR. TREMBLAY:

17 Q. You just don't know where they are?

18 A. Right. We wouldn't have thrown them out.

19 Q. Intentionally, you would not have thrown it out?

20 A. Right.

21 Q. Okay. Exhibit No. 1, just so everyone knows, I
22 have a habit, just so we keep everything in order, I put in
23 front of her. She'll actually put a marking on the one that
24 goes in front of you. It will become a part of the
25 transcript. So when you read your transcript later on,

1 you'll actually have the exhibits with you, and you'll be
2 able to refer to them.

3 So during the course of the deposition, if someone
4 later on, another attorney, says to you or I say to you,
5 "Could you refer to Exhibit No. 4," hopefully they'll be in
6 order. Sometimes they're not. You can flip them over if
7 they haven't been marked yet. You'll see "4."

8 MR. TREMBLAY: Number 4 is put in front of you
9 what's marked as Exhibit No. 1. Gave a copy of the same to
10 counsel. This is identified for the record as "Declaration
11 of Wade Brown in Support of Plaintiff's Ex Application For
12 Temporary Restraining Order."

13 (Claimant's Exhibit No. 1 was marked for
14 identification.)

15 BY MR. TREMBLAY:

16 Q. Do you see that?

17 A. Yes.

18 Q. You may take an opportunity to review the
19 entirety, if that's how you want to do documents. I'll let
20 you decide how you want to do things.

21 If you're somewhat familiar with the document --
22 the way in which I examine on documents is, if I'm going to
23 ask you a particular part of a documents, I normally will
24 read that into the record and ask you if you agree as to
25 whether I've read it correctly or not, and we have it in the

1 record and we know what we're talking about.

2 If you ever need an opportunity, when I'm
3 examining you on either a portion of a document or, you
4 know, I'm asking you questions about a document and I've
5 marked it and put it in front of you, I want you to take the
6 opportunity at your pleasure to examine the document as far
7 as you need to, to be able to answer the question. Okay?

8 A. Good.

9 Q. All right. I'm not -- my methodology is to give
10 you as much opportunity to answer the question with as much
11 information in front of you. Okay?

12 A. That's fine.

13 Q. Okay. Very good.

14 Now, are you familiar with this declaration?

15 A. Yes.

16 Q. And if we turn to the last page, it says that
17 "I declare under penalty of perjury under the
18 laws of the State of California that the
19 foregoing is true and correct and that this

20 declaration was executed this 18th day of June,
21 2004, Fort Myers, Florida," signed "Wade
22 Brown."

23 Have I read that correctly?

24 A. Yes.

25 Q. And was that your signature?

1 A. Yes.

2 Q. And you did sign it at that place and at that
3 time; correct?

4 A. Yes.

5 Q. Since the date of signing this declaration and
6 today, is there anything that you're aware of in this
7 declaration that's incorrect that you'd like to change?

8 MR. JULANDER: Counsel, are you asking him now to
9 read this --

10 MR. TREMBLAY: Well, he can --

11 MR. JULANDER: -- or are you asking him has he
12 read that, and from prior readings, he is now interested in
13 letting you know there are some corrections?

14 MR. TREMBLAY: He can answer it either way. I
15 don't care. And I'll drop the first one so it's clear for
16 you. All right?

17 BY MR. TREMBLAY:

18 Q. Since the date of signing the declaration -- and
19 you can take the opportunity to read it today if you want
20 to. But since the date of signing this declaration, is
21 there anything, as you sit here today, that you -- you've
22 come to learn is incorrect?

23 MR. JULANDER: May I suggest -- and this is just a
24 suggestion -- to save time, that you adopt the second
25 interpretation of your question and allow him to go through

1 with questions. In other words, I do not believe Mr. Brown
2 has read this since June of 2004. If you want him to, he
3 can go through it real quick and make any corrections.

4 BY MR. TREMBLAY:

5 Q. Why don't you do that.

6 MR. JULANDER: But that's going to take a lot more
7 time than just going through it and asking him questions.
8 It's up to you.

9 MR. TREMBLAY: Well, I want to know that I'm
10 working with a good document today, and that's really, you
11 know, what I need. And so, if it's going to take him time
12 to read it today and make any corrections to it, we need to
13 do that. It's an operative document that we're dealing
14 with.

15 BY MR. TREMBLAY:

16 Q. So it's a document that's declared to be true by
17 you at the time, and I want to know today whether or not
18 that document is still true.

19 MR. JULANDER: So you want him to update,
20 basically -- this is the information --

21 MR. TREMBLAY: I don't want him to update
22 anything.

23 MR. JULANDER: -- done in June. And what you want
24 him to do is, you want him to update that with any
25 information that he gleans from June to today?

1 MR. TREMBLAY: No, no. I want to know -- I'll say
2 it again -- if there's anything in this document that is
3 incorrect.

4 MR. JULANDER: As of June 18, 2004?

5 MR. TREMBLAY: No. I want to know if there's any
6 information in the declaration under oath filed in this
7 current case that's incorrect. That's my question.

8 MR. JULANDER: As of what date?

9 MR. TREMBLAY: He is testifying today, Counsel.

10 MR. JULANDER: And so as of today?

11 MR. TREMBLAY: Right, but --

12 MR. JULANDER: He's got to read --

13 MR. TREMBLAY: -- updating is not the question.
14 It's incorrect. I want to know if every statement in here
15 he can attest to today.

16 MR. JULANDER: Okay. There are two separate
17 issues. That is --

18 MR. TREMBLAY: No.

19 MR. JULANDER: -- that is what his understanding
20 was at the time --

21 MR. TREMBLAY: No.

22 MR. JULANDER: -- versus what is his understanding
23 as of today.

24 MR. TREMBLAY: No, that's not the question. The
25 question is --

1 MR. JULANDER: I understand. I'm trying to make
2 the distinction. If what you're asking for was his
3 understanding today --

4 MR. TREMBLAY: I'm asking him to --

5 MR. JULANDER: -- then he needs to read this.

6 MR. TREMBLAY: I don't have a problem, but I want
7 him to understand the question.

8 BY MR. TREMBLAY:

9 Q. The question is, do you stand by what you stated
10 under oath? You can read the whole thing.

11 MR. JULANDER: That's vague and ambiguous.

12 MR. TREMBLAY: No, it's not.

13 MR. JULANDER: Yeah.

14 MR. TREMBLAY: No.

15 MR. JULANDER: In my opinion, it is, and I'm
16 putting my objection on the record.

17 MR. TREMBLAY: That's fine.

18 MR. JULANDER: So what we're going to do --

19 MR. TREMBLAY: Don't reword -- hold on. Don't
20 reword my question.

21 MR. JULANDER: I'm not trying to reword your
22 question. I'm trying to understand your question so that --

23 MR. TREMBLAY: Let me make it again.

24 MR. JULANDER: You don't need to.

25 MR. TREMBLAY: Yes, I do, because he's going to

1 come back and say something. I want him to read it. Based
2 on my question -- let me have my question. Okay?

3 MR. JULANDER: Sure.

4 BY MR. TREMBLAY:

5 Q. Do you stand by every statement as being true and
6 correct under penalty of perjury that you made in this
7 declaration on June 18th, 2004, today?

8 MR.. JULANDER: That's his question.

9 Okay. We're going to go off the record.

10 MR. TREMBLAY: Go off the record and read it.

11 (A recess was taken from 2:27 p.m. to
12 3:04 p.m.)

13 BY MR. TREMBLAY:

14 Q. Okay. Do you have an answer?

15 A. What was the question?

16 MR. TREMBLAY: Go ahead and read the question.

17 (The record was read by the reporter.)

18 THE WITNESS: For the most part.

19 BY MR. TREMBLAY:

20 Q. What part is not? It's a yes-or-no question.

21 MR. JULANDER: How do you want to handle it? I've
22 been through it with him. He can tell you where --

23 THE WITNESS: There's some changes.

24 MR. JULANDER: -- he's got some issues.

25 ///

1 BY MR. TREMBLAY:

2 Q. Okay. Tell me what they are.

3 MR. JULANDER: I've got paragraph 3 --

4 MR. TREMBLAY: Well, let's have him testify.

5 MR. JULANDER: -- line 11.

6 Well, this is his testimony, but --

7 MR. TREMBLAY: Well, let's have him testify.

8 Okay? I don't want your notes. We can put you under oath.

9 You're not under oath.

10 MR. JULANDER: Got you.

11 MR. TREMBLAY: So let's have Mr. Brown testify.

12 BY MR. TREMBLAY:

13 Q. Go ahead, Mr. Brown. Where would you like to go
14 first?

15 A. Number 3.

16 Q. That's Item No. 3?

17 A. Yes.

18 Q. Okay. Thank you.

19 What is different about Item No. 3?

20 A. In the fourth line down, where it says, "ago
21 when" --

22 Q. Can I make a suggestion?

23 A. Yes.

24 Q. You see there's lines on the left?

25 A. Lawyers. Yes. All right.

1 Q. Yeah. It just makes it easier for the record as
2 an exhibit.

3 A. Sorry. I didn't notice. I'll do that from now
4 on.

5 Q. That's quite all right.

6 A. Line No. 11.

7 Q. Very good.

8 A. "Ago when," and then says, "joined Ecomat." When
9 I -- I'm sorry, "when I joined Ecomat."

10 Q. Item No. 3, let me read the full sentence that
11 you're changing, if I may. Okay?

12 A. Okay.

13 Q. "I left my job as a director of marketing at
14 Kaiser Compositek five years ago" --

15 A. Yes.

16 Q. -- "when I founded Century-Board to pursue
17 development of this product on a full-time basis."

18 Have I read that correctly?

19 A. You have.

20 Q. Is there any portion of that that you wish to
21 change?

22 A. Yes.

23 Q. Tell me what the change is again.

24 A. On line 11, where it says, "ago when I" --

25 Q. Yes.

1 A. -- and then write in "joined Ecomat" and cross out
2 "founded Century-Board."

3 Q. Thank you.

4 Let me read it again. So the change would now
5 read in context, "I left my job as a director of marketing
6 at Kaiser Compositek five years ago when I joined Ecomat to
7 pursue development of this product on a full-time basis"?

8 A. Correct.

9 Q. All right. Any other changes?

10 A. Line No. 14, same page.

11 Q. Thank you.

12 A. "In addition to my time through Century-Board and
13 Ecomat."

14 Q. Changing "though" to "through"?

15 A. No, sorry, I read it wrong. "In addition to my
16 time, though" --

17 It is "through"; right?

18 MR. JULANDER: I think you're -- when you were
19 talking about --

20 BY MR. TREMBLAY:

21 Q. So it would read, "In addition to my time
22 through" --

23 A. "Century-Board," and then add "and Ecomat," and
24 the rest stays the same.

25 Q. Let me read it in context so we have a correct

1 statement for the record. Item No. 4 will now read,

2 "In addition to my time through Century-Board
3 and Ecomat, I have also invested at least \$2
4 million in research and development for this
5 product."

6 Correct?

7 A. Correct.

8 Q. Thank you.

9 Next?

10 A. Number 15, line 20.

11 MR. JULANDER: Paragraph 15?

12 THE WITNESS: Paragraph 15.

13 MR. ROBINSON: I think if you just use the page
14 number at the bottom and the line number, I think we can
15 follow it a lot easier.

16 THE WITNESS: Page 4, line 20.

17 BY MR. TREMBLAY:

18 Q. Page 4, line 20?

19 A. Add -- right after where it says, "wood from a,"

20 add the word "polyester" and put a slash between it and
21 "urethane."

22 Q. Very good. May I read it in context now?

23 A. Yes.

24 Q. Okay. Page 4, lines 19 through 21 now reads,

25 "I originally purchased the rights to the

1 original formulation for making synthetic wood
2 from a polyester/urethane based system with
3 high amounts of filler through Ecomat. I
4 remained a substantial majority shareholder of
5 Ecomat."

6 Correct?

7 A. Correct.

8 Q. Thank you.

9 Next?

10 A. Page 8, line 20, where it says, "I received the,"
11 and then put in the word "final."

12 Q. May I read it in context?

13 A. Yes.

14 Q. Thank you.

15 Page 8, lines 20 and 21, sentence now reads,
16 "I received the final documents on Friday
17 evening and was told to have them back to
18 Mr. Taylor on Monday November 25th, 2002,"
19 period.

20 Have I read that correctly?

21 A. Yes, you have.

22 Q. Thank you.

23 A. Page 10, line 24.

24 Q. Yes.

25 A. Where it says, "true and correct copy of a list,"

1 instead of "the list."

2 Q. Very good.

3 Let me read it in context. "A true and correct
4 copy of a list of Century-Board trade secrets is filed under
5 seal herewith as Exhibit 12."

6 Have I read it correctly?

7 A. Yes.

8 Q. Thank you.

9 A. Same page, line 28, "the application has not been
10 yet to be granted and until the application is made public,"
11 instead of "granted," cross out "granted."

12 Q. Let me read it again, please. Read in context,
13 lines 27, 28 on Page 10 to lines 1 and 2 on Page 11. Please
14 follow with me.

15 "And while some of the trade secrets are part
16 of a patent application, the application has
17 not been yet to be granted and until the
18 application is made public, the only protection
19 Century-Board has to maintain the proprietary

20 nature of those trade secrets is to protect the
21 trade secrets from disclosure."

22 A. Yes.

23 Q. Have I read it correctly?

24 A. Yes.

25 Q. And that's now correct?

1 A. Yes.

2 Q. Thank you.

3 Next?

4 A. Page 11, line 24 -- I want to correct something
5 else that I said earlier --

6 Q. Go right ahead.

7 A. -- that's not in the document, while it's in front
8 of me.

9 Q. Go ahead.

10 A. When we talked about my employment, my working for
11 Century Products, I said I was probably a consultant first
12 until the November date, and then I became an employee. I
13 think what was more correct was, I was definitely a
14 consultant, not an employee, and that my paychecks went
15 through Century-Board. And Century-Board actually might
16 have been the consultant and I worked for Century.

17 I'm not quite sure of that arrangement. The
18 checks did not go to Wade Brown. They went to
19 Century-Board, and I was a consultant, not an employee.

20 Q. Go ahead.

21 A. Page 12, line 7, "It was apparent" should be
22 changed, "It became apparent."

23 Q. May I read?

24 A. I have more.

25 Q. I'm sorry. Go ahead.

1 A. "It became apparent the extruder did not
2 effectively," so you're crossing out "was simply too big
3 to."

4 Q. May I read?

5 A. Yes.

6 Q. Page 12, line 7 and 8 now read "It became apparent
7 the extruder did not effectively mix the process and no one
8 was able to fix the problem"?

9 A. Correct.

10 Q. Okay.

11 A. Line 12, same page -- no, lines 13. I'm sorry.

12 Q. Very good. Go ahead.

13 A. "Dr. Shutov, who to my knowledge, had no expertise
14 or experience in," and then here's new text, "the
15 development of this particular filled resin system, which
16 was part," and then it continues.

17 Does that make sense?

18 Q. Well, I'll try. Hold on.

19 May I read?

20 A. Yes.

21 Q. Okay. Lines 12 through 14, page 12, now reads,
22 "In early, February Century Products hired an
23 engineer, Dr. Fyodor Shutov, Dr. Shutov, who to
24 my knowledge, had no expertise or experience in
25 the development of this particular filled resin

1 system that were part of the Century-Board
2 process."

3 Is that correct?

4 A. Yeah.

5 Q. Okay.

6 A. Next, line 15, "At about this time, I was able to
7 initiate the purchase of," instead of "implement," yes.

8 Q. Okay. May I read?

9 A. Yes.

10 Q. Thank you.

11 Lines 15 through 17, page 12, "At about this time,
12 I was about to initiate" --

13 A. "I was able to."

14 Q. I'll start again. Thank you very much for the
15 correction.

16 Page 12, lines 15 through 17,

17 "At about this time, I was able to initiate the
18 purchase of a new forming machine, which
19 significantly improved the products and gave

20 Century Products and Ameren hope the problem
21 had been solved."

22 Correct?

23 A. Yes.

24 Q. Thank you.

25 A. That's it.

1 Q. Okay. As corrected, you stand by the declaration
2 now?

3 A. Yes.

4 MR. TREMBLAY: I'm marking as Exhibit No. 2 a
5 "Century-Board Proprietary Chemistry & Process
6 Documentation." That's how it's entitled. It is also
7 appearing to have Exhibit No. 11 on the front of it, as
8 Exhibit 2 to our deposition. I will represent to you that
9 this is Exhibit 11 from your application for preliminary and
10 temporary restraining orders.

11 (Claimant's Exhibit No. 2 was marked for
12 identification.)

13 MR. JULANDER: Before we proceed with this,
14 Counsel, I think we can discuss, either on or off the
15 record -- it's up to you -- the handling of confidential
16 exhibits. I mean --

17 MR. TREMBLAY: Propose something.

18 MR. JULANDER: Well, we are in arbitration, so
19 none of this will become part of the public record. But I
20 think we certainly need at least an agreement on the record
21 that any documents which are confidential in nature would be
22 subject to the current protective order that was ordered by
23 the arbitrator and subject to the future protective order
24 that has been negotiated.

25 MR. TREMBLAY: I'll leave that between you and

1 Mr. Robinson.

2 MR. ROBINSON: Well, there are two agreements in
3 effect. One is the agreement that we reached with respect
4 to our first document production, that you and I reached.

5 MR. JULANDER: Yes.

6 MR. TREMBLAY: Do you want this on the record, the
7 discussion?

8 MR. ROBINSON: Yes.

9 MR. TREMBLAY: Okay.

10 MR. ROBINSON: There are two agreements. The
11 first agreement we reached is with respect to documents we
12 produced in our initial exchange, which is around the 13th,
13 14th, 15th, 16th, 17th of October. I don't remember the
14 exact dates, but that's when it was. And that was a -- an
15 agreement that it would be -- the documents exchanged would
16 be used for the purpose of arbitration and seen by the
17 parties and their counsel only, as I recall. That was the
18 first one.

19 Then there was a separate -- there was some
20 discussions about a protective order, and you and I weren't
21 able to reach agreement on all that. We had a second
22 session with the arbitrator, and we entered an order that's
23 in effect starting October 21.

24 I think that says that any document exchanged
25 after -- exchanged after October 21 involving either

1 technical information, lab reports, that kind of stuff, or
2 financial information -- I think those are the two
3 categories -- would be for experts and attorneys only until
4 further order of the arbitrator. And I believe that's where
5 things stand now.

6 MR. JULANDER: That's correct.

7 MR. ROBINSON: And this is from memory, and so I
8 don't have the document. Now, this particular document was
9 submitted under seal in the state court action --

10 MR. JULANDER: That's correct.

11 MR. ROBINSON: -- before we ever started
12 exchanging documents in this action, although I do believe
13 may have -- in this action, may have, between us, exchanged
14 this document. I know I sent you one, and I think you sent
15 me one.

16 And -- that's the current state of our
17 stipulations and arbitrated orders, I think is as close as I
18 can get it. How that will affect this particular document,
19 I don't know. I don't have a problem with saying this
20 particular document is covered by our original stipulation,
21 whenever it was, October -- the first stipulation says
22 parties only.

23 MR. JULANDER: Yes, for use in this arbitration
24 only part, attorneys, experts only.

25 MR. TREMBLAY: Right. We did that by E-mail..

1 MR. JULANDER: Yes. And the intent is to
2 formalize that informal agreement in a form of protective
3 order, which we are still negotiating.

4 MR. TREMBLAY: That's what it is.

5 MR. JULANDER: That's fine, as long as we
6 understand.

7 MR. TREMBLAY: That's fine with me.

8 MR. JULANDER: This is not marked confidential
9 because this is not the version produced in this action in
10 this arbitration. If you were using the version produced in
11 this arbitration, it would have a Bates stamp on it, and it
12 would have been marked "confidential."

13 MR. TREMBLAY: I'm using what came out of the
14 lawsuit.

15 MR. JULANDER: I understand. And so all I'm
16 saying is -- and I'll try to be vigilant with this as well.
17 But I just want to ensure that we're all in agreement that
18 this document is going to be treated as confidential at this
19 point in time.

20 MR. TREMBLAY: Sure. Just for my clarification
21 purposes, you're not saying the only difference between the
22 document in its version of having a confidential mark is the
23 confidential mark; correct?

24 MR. JULANDER: And the Bates stamp.

25 MR. TREMBLAY: Those are the only two differences?

1 MR. JULANDER: That's correct.

2 MR. TREMBLAY: I didn't intend by using this to
3 void whatever agreement you guys have.

4 MR. JULANDER: I'm sure.

5 MR. TREMBLAY: Yeah, I know. I just used that
6 which was attached to the declaration. .

7 MR. JULANDER: So unless we have a dispute, I
8 would suggest that -- well, I will just let you know. And
9 if this document is confidential -- and we'll keep exhibits
10 confidential.

11 MR. TREMBLAY: All right. That's fine with me.
12 You don't need a separate book?

13 MR. JULANDER: I don't. But what that would mean
14 the book ultimately -- the entirety isn't treated as
15 confidential --

16 MR. TREMBLAY: Yeah, fine. I don't care --

17 MR. JULANDER: It's part of the arbitration.
18 So -- but none of this of going to be part of the public
19 record, and I'm okay with that.

20 MR. TREMBLAY: Whatever you and Bob agreed to,
21 I'll abide by. I just need to be made aware of it. That's
22 all.

23 MR. JULANDER: So you're okay with that, Bob?

24 MR. ROBINSON: We're going to -- this whole
25 deposition is going to be confidential?

1 MR. JULANDER: That's what I would suggest. We
2 might as well just treat the deposition as confidential
3 because if you hit parts where you want to talk about
4 Mr. Brown's lab reports that are currently under order to be
5 attorneys', experts' eyes only, then you're going to have a
6 separate book for that.

7 So it's up to you. We can have a separate book
8 for confidential exhibits --

9 MR. TREMBLAY: Why don't we talk about how we
10 break that out, because the problem with that is you can't
11 let anybody read who's not attorneys' eyes only, percipient
12 testimony, as opposed to testimony that's confidential. And
13 I think it becomes somewhat of a difficulty. And if it's
14 important enough to be attorneys' eyes only, we should then
15 take the next step of breaking it out.

16 MR. JULANDER: I don't have a problem with that.

17 MR. TREMBLAY: Otherwise, what I could see
18 happening -- and all I want to do is -- I don't want anybody
19 creating false expectation. What can happen when you have

20 it all in one book is a staff person in a law office
21 inadvertently sends that to someone that it shouldn't go to.

22 But I know in my office, we would take a separate
23 transcript and lock those into attorney eyes' only and then
24 the secretary would know it would never go anywhere.

25 MR. ROBINSON: I think if we're going to have

1 stuff for attorneys' eyes only, that needs to be separate,
2 separate exhibit -- booklet, because there may be a good
3 reason --

4 MR. JULANDER: I'm agreeing, and that's exactly
5 what he's saying. So I have no problem.

6 MR. TREMBLAY: So let's stipulate to that for
7 deposition purposes. Is this an attorneys' eyes only
8 document?

9 MR. JULANDER: No.

10 MR. ROBINSON: No.

11 MR. TREMBLAY: No. Okay.

12 MR. JULANDER: But it is a confidential document.
13 That's all.

14 MR. TREMBLAY: Yes, it's a confidential document.
15 We'll -- and that can be in the same booklet because we're
16 not sending it anywhere else other than the parties.

17 MR. JULANDER: That's correct.

18 MR. TREMBLAY: And the representatives and the
19 experts, right?

20 MR. JULANDER: That's correct.

21 MR. TREMBLAY: And so, I think that whoever is
22 taking a deposition in this case and particularly for this
23 certified purpose, when we come to an exhibit that is, in
24 fact, attorneys' eyes only, we will let you know.

25 And I would tell you that if we come to that

1 today, we'll have to put it in a separate booklet. If we
2 don't come to that today, you won't have a problem. We'll
3 deal with that with the next certified reporter.

4 Fine, Madam Reporter?

5 DEPOSITION OFFICER: Sure.

6 MR. TREMBLAY: All right. Now, without further
7 ado, I think -- have I given you a copy?

8 BY MR. TREMBLAY:

9 Q. You're familiar with Exhibit 2; correct?

10 A. Yes.

11 Q. Can you basically describe for me what this is.

12 A. It's a description of the trade secrets of
13 Century-Board.

14 Q. All right. Is it the trade secrets manual that
15 you identified in your declaration, Exhibit No. 1?

16 MR. JULANDER: "Exhibit 11"?

17 BY MR. TREMBLAY:

18 Q. Exhibit 2 -- is Exhibit 2 the trade secrets manual
19 that you identified as Exhibit No. 11 in your declaration,
20 page -- you need the page?

21 A. Yes, I do.

22 Q. It's page 11, lines 6 through 7.

23 A. I think so.

24 Q. Let me clarify my record.

25 Turning your attention to Exhibit No. 1 -- I'm

1 going to read a portion into the record. Exhibit No. 1,
2 which is your declaration that you've reviewed and
3 corrected, states at page 11, lines 6 through 7 -- correct
4 me if I'm wrong. It says, "A true and correct copy of the
5 trade secret manual is filed under seal here with this
6 Exhibit 11."

7 Have I read that correctly?

8 A. Yes.

9 Q. All right. Exhibit No. 2 that's placed in front
10 of you is, in fact, that Exhibit No. 11, is it not?

11 A. Yes.

12 Q. So therefore, this isn't the trade secret manual
13 as you referred to in your declaration; correct?

14 A. Yes.

15 Q. Now, if you take a look at Exhibit No. 2, which
16 was previously Exhibit No. 11 in your lawsuit, it says,
17 "Written 22 April 2003 by Wade Brown," open paren, "Disk 6,"
18 close paren.

19 Have I read that correctly?

20 A. Yes.

21 Q. "Disk 6," what does that refer to?

22 A. Refers to floppy disks that I used in computers at
23 Century Products and at home.

24 Q. And what kind of operating system was it,
25 Microsoft Windows?

1 A. Windows.

2 Q. "Windows." Thank you.

3 How many disks were there in total that made up
4 the disks that you were using while at Century Products?
5 Were there five preceding, for example?

6 A. Yes.

7 Q. And were there more than six?

8 A. I think there were 17.

9 Q. Where are they today?

10 A. I have no idea.

11 Q. When did you last know where they were, any of the
12 17?

13 A. I believe I left them at Century Products.

14 Q. And did you -- based on that belief, where would
15 you have left them at Century Products?

16 A. In my desk or alongside the computer.

17 Q. Okay. And as -- we're talking about floppy disks,
18 and since we're talking about time frame -- let's talk about
19 time frames.

20 What time frame are we talking about for the
21 creation of disk 1 through 17? When did this one created --
22 when did this 17 get created, May 2002 through the last day
23 you're there or what?

24 A. I suppose it was when I started working with that
25 facility with that computer until the day I left.

1 Q. And when we say "floppy disks," are we talking
2 about the true old floppies, or are we talking about --

3 A. Three and a half.

4 Q. Thank you very much.

5 None of them were on CD; correct?

6 A. Actually, yes, I believe there was a CD backup
7 made of most of them.

8 Q. And that CD backup, is it anywhere that you know
9 of?

10 A. Should be at Century Products.

11 Q. Do you know what its title would be?

12 A. I probably called it "Wade backup." I don't know
13 precisely.

14 Q. Now, there's all kinds of backup systems. Please
15 tell me if I'm going beyond your knowledge or if I'm saying
16 something you don't quite understand.

17 Did you have your own hard-drive computer that you
18 operated off of?

19 A. Yes.

20 Q. So you had your own CPU?

21 A. Yes.

22 Q. And was that CPU connected internally through an
23 ethernet or otherwise with other CPUs at Century Products?

24 A. Yes.

25 Q. But when you were downloading onto disk, were you

1 unloading from one CPU that you were using for the creation
2 of disks 1 through 17?

3 A. Rather than going through --

4 Q. Going through ethernet or where there's a --
5 directories that's away from the hard drive of your CPU?

6 Do you understand what I'm asking?

7 A. Yes.

8 Q. Okay.

9 A. I don't know.

10 Q. Do you know what happened to your CPU that you
11 worked off of?

12 A. It's still sitting at Century Products, I assume.

13 Q. When you would download onto disk, any of the
14 information that you had, creating these disks, would you
15 erase the hard drive information that was the copy of the
16 disk or the disk was made a copy from?

17 Do you understand what I'm saying?

18 A. Yes.

19 Q. The disk became the only copy and it no longer
20 stayed on the hard drive?

21 A. Well, there wasn't a standard procedure, so I
22 didn't always do it the same way. Generally, though, I
23 worked -- when it was -- when it was things that I was doing
24 by myself, I would -- I would save directly to the floppy,
25 to the three-and-a-half disk.

1 Q. So you're not operating off the hard drive?

2 A. But sometimes I would back up with the hard drive
3 and then sometimes back up even that with a CD, but it
4 wasn't a standard procedure.

5 Q. Now, did you have a zip drive backup at all in the
6 office, that you were taking any of this information and
7 backing it up on the zip drive?

8 A. I don't remember. I don't recall that.

9 Q. Okay. And how about, were you ever backing up any
10 of your disks through your home computer hard drive?

11 A. I generally didn't do that, but that would have
12 happened. Mostly, I worked off the floppy, so I could do
13 both at home and at work.

14 Q. And do you have any computer that still has any of
15 the disks' material on its hard drive?

16 A. I have the computer.

17 Q. Have you looked to see if on its hard drive --

18 A. I did when I was first asked about did I have
19 these disks that are referred to.

20 Q. Was this during the course of this litigation by
21 your counsel?

22 A. Yes.

23 Q. And I don't want to infringe attorney-client
24 privilege.

25 A. Yes, he asked me do I have these disks. I looked.

1 I didn't have disks. I went to my old home computer.

2 Q. Couldn't find them?

3 A. There may be some reports or documents that are
4 common to the disk and my home computer, but there was no
5 big disk 1, disk 2 or whole segments or what I'd say related
6 to the disk.

7 Q. But there may be still, on your home computer,
8 some portions that were on the disk?

9 A. That's correct.

10 Q. Did you tell your lawyer -- don't answer that
11 question.

12 MR. TREMBLAY: Did you get a copy from him of that
13 information?

14 MR. JULANDER: No, we have not received it yet.

15 BY MR. TREMBLAY:

16 Q. So you're capable of downloading those portions on
17 your home computer that may have been on that disk and given
18 them to your attorney?

19 A. No, because I don't know which they are.

20 Q. So you'd have to actually provide access to the
21 entirety of your hard drive?

22 A. If someone knew what those documents were, because
23 they're all -- what's the name of them.

24 Q. Okay.

25 MR. JULANDER: I think what you're saying is, you

1 have to look -- open up and look at each document, in other
2 words.

3 THE WITNESS: How does he know whether it was on
4 the 16th? How do you know if it was documents that relate
5 to -- what complicates it is that there was work going on
6 with other clients. So it isn't all -- everything on the
7 computer during that time period belongs with Century
8 Products. There were other clients we worked with other
9 data sheets, we wrote other experiments. But technical
10 reports, we wrote, proposals we wrote for other people that
11 are not related to Century Products.

12 BY MR. TREMBLAY:

13 Q. And was this on a time frame that you were an
14 employee of Century Products?

15 A. Yes.

16 Q. Did you do anything -- on your computer at home,
17 did you do anything to directly base -- because it's a
18 Windows based system, right? -- to directly or subdirectly
19 identify that is a Century Products client, that is which
20 XYZ client when you're working on this?

21 A. Yes, but not -- I mean, the name of the document
22 might be clear, XYZ company, Century Products, but if it's
23 an analysis --

24 Q. Polyethers?

25 A. "Polyethers"?

1 Q. Yeah.

2 A. It could have been done for XYZ, for
3 Century-Board, for Century Products.

4 Q. But it was done in a time frame that would help,
5 too; right?

6 A. No, because as I say, this is all going on
7 together, same time period. So it's difficult to go in and
8 say all right, here's all the documents that belong to
9 Century Products from the disks. I can't do it. I mean, if
10 there's a specific document, if I knew the title of it, I
11 could find it, if it's there.

12 Q. So you could find Exhibit 11 if it's on your home
13 computer?

14 A. If I know the title of it.

15 Q. Well, you know the title of it.

16 A. No, the computer title.

17 Q. Do you change the title?

18 A. Yes.

19 Q. All right. So unless there's a footer on the
20 document from the computer, you wouldn't know necessarily
21 what the computer's title is; right?

22 A. Yeah. This is -- might start out some other title
23 totally and end up with --

24 Q. I understand. Thank you very much.

25 A. Not simple.

1 Q. Thank you very much.

2 Why did you use a numbering system of 1 through 17
3 for the disks? Was it just sequentially, because once that
4 disk was filled up, you went to another disk?

5 A. Exactly.

6 Q. So disk No. 1 doesn't deal with any subject
7 matter; it's chronological in time?

8 A. Till it fills up.

9 Q. Now, I want to make sure this is clear. Is disk
10 No. 1 a disk that starts when you start working with
11 Century Products?

12 A. Yes, but --

13 Q. Go ahead. You may explain.

14 A. That doesn't mean I couldn't have gone back to
15 disk 1 six months later and added something or subtracted or
16 changed something because I needed that document. All of a
17 sudden, it's got a new date.

18 Q. Right. I understand that you may modify -- you
19 take a disk, you create it on, let's say, May 2002, May 1st,

20 2002. You, later in June 14, 2002, decide I need to add
21 something to that. It now gets added to it. A year later,
22 I want to take a look at that information. I changed that
23 information.

24 I understand it's a working disk. Right?

25 A. Correct.

1 Q. What I've stated, it was a common use; correct?

2 A. Yes.

3 Q. Thank you very much.

4 But is it fair to say that you wouldn't create
5 disk No. 1 -- if you created it -- if you created all these
6 disks while you're at Century Products, that means they were
7 first created while you're at Century Products; right?

8 A. I'm not quite sure what you mean.

9 Q. You didn't take this No. 1 from 2001 or 1994?

10 A. Uh-huh.

11 Q. It was created when it was first created?

12 A. Yes.

13 Q. And that's when you're with Century Products?

14 A. No.

15 Q. Whether as a consultant or an employee, I don't
16 care.

17 A. Mostly. The disks were not solely for Century
18 Products work.

19 Q. I understand, but I'm talking about the relation
20 and creation with Century Products.

21 A. Yes, those disks were created during the Century
22 Products work.

23 Q. So no disks would have been created before you
24 started working with Century Products?

25 A. Correct.

1 Q. Was it your understanding that when you entered
2 into the agreement on November 26, 2002, with
3 Century Products, when Century-Board entered into it, that
4 one of Century-Board's obligations was to provide Century
5 Products with a trade secrets manual?

6 A. Correct.

7 Q. Okay. And that is -- would you like to change
8 your testimony?

9 A. Yeah, I do want to change my testimony. I'm not
10 positive it was in the original agreements.

11 Q. The November 26, 2002 agreement is the
12 confidential amended and restated sublicense agreement
13 between Century-Board and Century Products. Do you remember
14 that one?

15 A. Yes, I do.

16 Q. And that one called for a trade secrets manual to
17 be produced by Century-Board to Century Products; correct?

18 A. I don't recall.

19 Q. You do recall that part of the contractual
20 obligation with Century-Board during your contractual --
21 during the licensing of the Century-Board process was to
22 tell Century Products through a trade secrets manual what
23 the trade secret was; correct?

24 MR. JULANDER: Objection. The document speaks for
25 itself.

1 MR. TREMBLAY: I understand that.

2 THE WITNESS: My --

3 BY MR. TREMBLAY:

4 Q. Tell me what your understanding was.

5 A. My understanding is Ameren was the one who
6 insisted on a list of obligations that we had to do --
7 complete before they would fund the company or soon after
8 they funded the company, including filing patents and a
9 trade secret manual.

10 I don't recall it was in the -- in the agreement,
11 but maybe it was. I just don't recall that. I think it
12 was -- I thought it was an Ameren-created project.

13 Q. Well, let's clarify.

14 Let's go to Exhibit No. 1. That's the
15 declaration. Page 10, we'll start at line 37 -- line 22,
16 Item No. 37. And I'll read, and I just want you to listen
17 at this point in time.

18 "In conjunction with the promises under the
19 sublicense agreement and the amended sublicense
20 agreement, Century-Board did in fact convey the
21 trade secrets to Century Products."

22 Have I read that correctly?

23 A. Yes.

24 Q. All right. It goes on to read,

25 "A true and correct copy of the list of

1 Century-Board's trade secrets is filed under
2 seal herewith as Exhibit 12."
3 Reading on, "The trade secrets included many
4 details of the process which were far advanced
5 beyond the original patents. While some of the
6 trade secrets are part of a patent application,
7 the application has not yet been" -- "has not
8 been yet to be granted. And until the
9 application is made public, the only protection
10 Century-Board has to maintain the proprietary
11 nature of those trade secrets is to protect the
12 trade secrets from disclosure."

13 Have I read that correctly?

14 A. Yes.

15 Q. "A substantial portion of the information
16 which constitutes the trade secrets is
17 protected by nondisclosure."

18 Have I read that correctly?

19 A. Yes.

20 Q. "The trade secrets are communicated to
21 Century Products through a trade secret
22 manual, which disclosed the substance of the
23 trade secrets in such a manner as to allow
24 Century Products to use the information needed
25 to produce products in the Century-Board

1 Process."

2 Have I read that correctly?

3 A. Yes.

4 Q. "A true and correct copy of the trade secret
5 manual is filed under seal which is Exhibit 11."

6 Have I read that correctly?

7 A. Yes.

8 Q. All right. The trade secret manual that you were
9 communicating to Century-Board --

10 MR. ROBINSON: "Century Products."

11 BY MR. TREMBLAY:

12 Q. -- Century Products is before us now as an
13 exhibit. Yes?

14 A. Yes.

15 Q. And you understood that to be an obligation of
16 Century-Board?

17 A. No.

18 Q. Who did you think had the obligation?

19 A. What you just read does not say that I had to

20 produce a manual. It says that I must convey the trade

21 secrets. The way it was defined as a manual is done by

22 Ameren later, and that's where this came from.

23 Q. I understand. But I'm asking you -- I was trying
24 to refresh your recollection by reading. I'm asking you
25 what your understanding of your contractual obligations of

1 Century-Board were as a result of the sublicense agreement
2 you entered into, though, particularly -- you can refer to
3 all of them if you wish to, but particularly, the
4 November 26th, 2002 sublicense agreement between
5 Century-Board and Century Products.

6 As you sit here, without seeing those documents in
7 front of you and reading them, was it your understanding
8 that it was Century-Board's obligation to provide a trade
9 secret manual to Century Products?

10 A. No.

11 Q. Okay. Did you feel there was any obligations to
12 provide a secret manual to anyone, whether it was Ameren or
13 Century Products?

14 A. No.

15 Q. Regardless of whether you had the obligation, you
16 did provide a trade secret manual through Exhibit 2;
17 correct?

18 A. That's correct.

19 MR. TREMBLAY: Now, also, while we're at it, we'll
20 get this out of the way.

21 I'm going to mark next in order as Exhibit 3, what
22 has been previously marked Exhibit 12 to your lawsuit.

23 Once again, this is a confidential document?

24 MR. JULANDER: Yes, it is. Thank you, Counsel.

25 MR. TREMBLAY: And will be treated as such.

1 (Claimant's Exhibit No. 3 was marked for
2 identification.)

3 BY MR. TREMBLAY:

4 Q. Exhibit 12 that is marked for this deposition
5 Exhibit 3, is that in fact Exhibit 12 that was referenced by
6 you in your declaration, which is Exhibit 1 to this
7 deposition?

8 A. Yes.

9 Q. And this is the trade secret list, correct, for
10 want of a better --

11 A. A trade secret list?

12 Q. Let me withdraw that.

13 Did you have an understanding, as by virtue of
14 your contractual obligations of Century-Board to Century
15 Products under the sublicense agreement of November 26,
16 2002, to have to transmit to Century Products the trade
17 secret list -- or the trade secrets?

18 A. Yes.

19 Q. Were you accomplishing that through Exhibits 11
20 and 12?

21 MR. JULANDER: Vague and ambiguous and compound.

22 THE WITNESS: I think they're different.

23 BY MR. TREMBLAY:

24 Q. I understand they're different. Let me withdraw
25 the question.

1 How did you accomplish that obligation?

2 A. To show how and transferring procedures in the
3 laboratory and in the factory by this trade secret manual.

4 Q. That's Exhibit 2?

5 A. Exhibit 2.

6 Q. Okay.

7 A. Trade -- this list, No. 3, had a little different
8 origin, but it also transmitted trade secrets to Century
9 Products.

10 Q. Okay. And both the trade secret -- may we call
11 the Exhibit 2, "the trade secret manual" for this
12 deposition?

13 A. Yes.

14 Q. And Exhibit 3, "the trade secret list"?

15 A. Correct.

16 Q. Is that fair?

17 A. That's fair.

18 Q. Okay. Both the trade secret manual and the trade
19 secret list, were those the written documentation that

20 expressed the Century-Board trade secret process to Century
21 Products?

22 A. They were part of the written, yes.

23 Q. What else in writing was transmitted to them that
24 fulfilled the transmittal of the Century-Board trade secret
25 process?

1 MR. JULANDER: Objection. Vague and ambiguous.
2 By "them," you mean Century Products?

3 MR. TREMBLAY: I do.

4 MR. JULANDER: As opposed to any particular
5 person --

6 MR. TREMBLAY: Yes.

7 MR. JULANDER: -- or company?

8 MR. TREMBLAY: Thank you.

9 MR. JULANDER: Fair enough.

10 THE WITNESS: There were other documents such as
11 raw material lists, safety data information. There were
12 formulation sheets, equipment suppliers, et cetera, that
13 were also delivered to Century Products, in addition to
14 these documents.

15 BY MR. TREMBLAY:

16 Q. And were those contained in any form of books?
17 That raw data was in lab books of any sort?

18 A. Safety data sheets were in a book. Equipment
19 suppliers, chemical suppliers were in binders. A lot of
20 things were just loose pieces, here's a sheet of paper of
21 formulation.

22 Q. Are those in your lab books, some of that
23 information, that are back in Florida?

24 A. Some of it -- yes, some of it I have. Some of it
25 is still sitting at Century Products, I assume.

1 Q. All right. Now, when you produced to them the
2 trade secret manual and the trade secret list, was -- as you
3 say in your declaration, this was produced in a manner to
4 allow Century Products to use the information in order to
5 use product; correct?

6 A. Correct.

7 Q. I want to return to the trade secret manual, if I
8 may.

9 We've been talking about the disks and the number
10 of disks. This indicates written April 22nd, 2003, and
11 appears on disk No. 6; correct?

12 A. Yes.

13 Q. Does that mean that this trade secret manual was
14 produced by you after you came to work at Century Products?

15 A. I don't follow the question.

16 Q. Well, it says "written April."

17 A. I know. I didn't understand your question.

18 Q. Did you do this after you came to work for Century
19 Products as an employee?

20 A. Yes.

21 Q. So the trade secret manual was written on the date
22 that it does show; correct? That's the first time it's
23 written?

24 A. No.

25 Q. When was the first time it was written?

1 A. It was written, I believe, over quite a period,
2 and this is, I believe, the final date it was written and
3 given to Ameren management, whoever.

4 Q. Did you give the prior writings to Ameren?

5 A. Yes.

6 Q. When was the first one?

7 A. I don't know the date.

8 Q. Where is the documentation for that? Would it be
9 on disk 1?

10 A. The question -- I don't know which disk this is
11 on, probably in 6. I mean, this is where the final document
12 was. Why wouldn't it be on the same disk?

13 Q. And when do you believe the first one was written?

14 A. I don't know what date.

15 Q. Was it, at any time -- when the first one was
16 written, was it contemporaneous with your employment? Was
17 it prior to your employment? Was it after your employment?

18 A. It was after my employment.

19 Q. So the first trade secret manual written by you
20 for Ameren, as you describe it, would have been after you
21 came to be employed by Century Products; correct?

22 A. Correct.

23 Q. And based on your clarification, that is now the
24 date in November of 2002, not May of 2002, correct, because
25 you've clarified that --

1 A. This is after November of 2002.

2 Q. So the first trade secret manual would have
3 been -- written in any form would have been November --
4 after November of 2002; correct?

5 A. Correct.

6 Q. Thank you.

7 The information that made up the trade secret
8 manual that you wrote both as exists before us today and
9 when it was first written sometime after November 2002, the
10 raw data for that information is where?

11 A. Most of it came from my head. And there were,
12 obviously, information around from Century-Board, I suppose,
13 where I copied some of these numbers from.

14 Q. Would it be in your lab reports?

15 A. You mean precisely this way?

16 Q. All I'm asking about is, the information that's
17 contained in the trade secret manual, any iteration of it,
18 that is, the first one or the one that exists today that we
19 have before us, is that in any of your lab reports?

20 A. Some information, I believe, came from lab
21 reports. Some of this must have come from formulation
22 sheets, which would be in a computer form or hard copy from
23 a computer form, not from books.

24 Some of the cost data we must have gotten off cost
25 binder, the raw material costs. I mean, I went through

1 quite a few sources to dig up this information.

2 Q. The lab reports, the ones you're referencing now,
3 are those the ones that are contained in Florida?

4 A. Yes. And one is attached right here.

5 Q. And would any of your lab books that are in
6 Florida, would it contain the raw information that made up
7 the trade secret manual?

8 A. The lab books? Yes, the lab books would have some
9 of this information.

10 Q. Is it fair to say that the trade secret manual, as
11 we characterized it, is an attempt to be a lab report also,
12 more comprehensive but a lab report, in and of itself also;
13 it takes the same format?

14 MR. JULANDER: Well, objection. Compound. Why
15 don't you pick one of those.

16 MR. TREMBLAY: Yeah, I'm trying to get the cold --
17 totality of the question. It's a proper objection. It's
18 well taken.

19 BY MR. TREMBLAY:

20 Q. But you have identified that you attached a lab
21 report. You have specifically told me previously that lab
22 reports follow a certain methodology that scientists try to
23 follow, and you're familiar with that.

24 Is it fair to characterize the trade secret manual
25 as a form of lab report, this one in particular, or do you

1 not agree with that? And you can choose either one. I
2 don't care. I just want to know.

3 A. I don't know -- I don't know. I don't know. I
4 don't see how that applies.

5 Q. Okay. Very well.

6 "This is the basis of our technology." You've
7 written "What is secret and novel is our way of combining
8 these ideas."

9 That portion, have I read that correctly?

10 A. Yes.

11 Q. Could you please tell me what is the novel way of
12 combining these ideas? And you can refer to the report, but
13 I'd like to know what that is.

14 A. What it is, combined all these ideas in this
15 report, in this document, combining them all together to do
16 one thing, which is to make a piece of lumber, and all this
17 information is needed to do that.

18 Q. So all of the information that's contained in this
19 report is secret and novel?

20 A. Together it is, yes, not individually, no.

21 Q. So what is the combinations that are secret and
22 novel? Can you break --

23 A. They're described.

24 Q. Every one of the combinations?

25 A. Because they talk about ranges. They talk about

1 some ingredients that might not be needed and choices in
2 here, you know, monomer.

3 Q. Why don't you take an example for me. I'm a lay
4 person.

5 A. It's hard to do. This wasn't done for lay people.

6 Q. I understand. I'm a pretty sharp guy, though.

7 A. For example, on page 6, talks about forming --
8 talks about three different versions of belts that can be
9 used, two, four, six belts.

10 Q. Yes.

11 A. Okay. And we more or less did that, two, four,
12 six belts. All done -- were done at Century Products. You
13 are going to do different ways of production. You're going
14 to do one, not all three different ways.

15 But you need the forming technology. You need
16 that with the stuff prior, which is fibers. And you need a
17 process. You need the filler. All these sections are
18 needed, but, obviously, not everything in each section.

19 Q. What is secret in the forming section?

20 MR. JULANDER: In which section, Counsel?

21 MR. TREMBLAY: Forming, page 6, what he's
22 referring to.

23 THE WITNESS: It turns out that it's secret enough
24 that we're hoping to get patents on it.

25 ///

1 BY MR. TREMBLAY:

2 Q. Okay. So tell me what portions that you describe.

3 Is it the entire description that's secret? What portion?

4 Such as "a two-, four-, six-belt conveyer system, can be

5 used to form the lumber product"? Is that a secret?

6 A. Yes, and patentable.

7 Q. Okay. "The wood grain is molded into the belt

8 surface." Is that a secret?

9 A. At the time, we felt it was, yes.

10 Q. Do you still believe that?

11 A. I believe there may be some people getting close

12 to us on that subject, but that, plus the other, is still

13 patentable.

14 Q. "The belts are made from a liquid flexible resin

15 system that cures and leave the wood grain or other design

16 in the belts." Is that another secret?

17 A. That goes along with the one before, but probably,

18 yes.

19 Q. Okay. "The belts should be made of a

20 self-releasing rubbery material." Is that a secret?

21 A. That phrase, no.

22 Q. That phrase in combination, "that will not remain

23 stuck to the product after the product is semicured in the

24 forming unit," does it -- is the totality of that statement

25 now a secret?

1 A. No.

2 Q. Okay. "Silicon rubber, oil-impregnated
3 polyurethane, some synthetic and natural rubbers can all
4 work." Is that a secret?

5 A. If you're using it in connection with the first
6 paragraph, "two-, four-, six-belt," yes; if you're not, no.

7 Q. Okay. Thank you.

8 And that's exactly what I want you to do, is to
9 clarify for me because I'm a lay person. That's what I'm
10 trying to figure out.

11 "If the release is not sufficient, mold release
12 chemicals can be coded on the belts." Is that a secret?

13 A. No.

14 Q. "Either fugitive or semi permanent," is that the
15 secret or a secret?

16 A. No.

17 Q. "Waxes, silicones, and floral polymers can work
18 for this," is that secret?

19 A. Again, if it's in combination with the secret
20 part, yes; if it's just by itself, no.

21 Q. And the secret parts would be the "two-, four-,
22 and six-belt conveyer system in part" --

23 A. And the wood grain --

24 Q. -- molded into the belt surface; correct?

25 A. Yes.

1 Q. "During start-up, using a mold release or two of
2 them, one on top of the other, can be used just to ensure
3 there is a good release." Is that a trade secret, that
4 phrase?

5 A. Same as before. If it's used in combination with
6 the other things, yes; if it's by itself, no.

7 Q. Even if polyols -- are you pronouncing it
8 "polyols"?

9 A. "Polyols."

10 MR. JULANDER: "Polyols."

11 MR. TREMBLAY: Oh, "polyols." Okay. Thank you.

12 BY MR. TREMBLAY:

13 Q. "Even if the polyols will eventually exclude
14 (sic) enough to provide a permanent solution to
15 the release problems, i.e., eventually, the
16 polyols will provide enough release to the
17 belts during production." Is that a secret.

18 A. Yes.

19 Q. What does "eventually, the polyols will provide
20 enough release to the belts during the production" actually
21 describe?

22 MR. JULANDER: Actually, Counsel, you misread the
23 statement earlier. You said the word "exclude," and
24 actually, the word is "extrude" and it's actually "exude" --

25 MR. TREMBLAY: Thank you.

1 MR. JULANDER: -- which makes the sentence you're
2 able to talk about make some sense.

3 MR. TREMBLAY: You're right. I apologize.

4 BY MR. TREMBLAY:

5 Q. "Will eventually exude enough to provide
6 a permanent solution to the release problems,
7 i.e., eventually, the polyols will provide
8 enough release to the belts during production."
9 Have I stated it correctly now?

10 A. Yes.

11 MR. TREMBLAY: Thank you for the correction.

12 BY MR. TREMBLAY:

13 Q. Can you describe for me what that means.

14 A. You mean how it actually works?

15 Q. Yes.

16 A. If you plan, it cures sort of the catalyst
17 properly in the curing of the system. You can allow some of
18 the polyol not to be cured and to come off the surface of
19 the board, which it tends to do anyway, unless you're cured.

20 So you purposely don't cure a certain kind of polyol, and it
21 will form a release layer.

22 Q. What kind of polyol? Describe where that's
23 described in the trade secret manual.

24 A. Those polyols are described on page 5 in the
25 table.

1 Q. In the table of "Raw Materials" used in the
2 process?

3 A. Yes.

4 Q. And it's "Material & Source"?

5 A. Yes.

6 Q. Under that section?

7 A. Yes.

8 Q. So which one would that be? Would it be Bayer
9 mul- -- how do you pronounce that?

10 A. It's actually multranol.

11 Q. Multranol 4035?

12 A. It's actually -- both of those can do it.

13 Q. Both the multranol 4035 and the Bayer Arcol LG-56?

14 A. Yes.

15 Q. And it's your understanding that the Bayer
16 multranol 4035 is a rigid polyol?

17 A. Yes.

18 Q. And under "Function," you have written under the
19 "Air Products 33LV amine catalyst." It says, "Function,"
20 "Inside-out in gelatin (sic) catalyst." What does that
21 mean?

22 MR. JULANDER: "Gelation."

23 MR. TREMBLAY: "Gelation." Thank you.

24 BY MR. TREMBLAY:

25 Q. "Inside out and gelation catalyst?"

1 A. There are two types of catalysts used in
2 urethanes. One of them cures sort of like the way
3 microwaves work on products they heat, generally from the
4 inside out or through the bulk of the mass. The other type
5 cures from the surface inward a little bit, but not very
6 far.

7 Q. Going back to page 1, the last full paragraph,
8 "Resin system is its self-skinning property," have I read
9 that correctly?

10 A. Yes.

11 Q. Is that a trade secret?

12 A. In the light of the whole process, yes.

13 Q. Is self-skinning property resin system something
14 in the public domain?

15 A. Yes.

16 MR. TREMBLAY: Let's take a break.

17 (A recess was taken.)

18 MR. TREMBLAY: We're back on the record once
19 again. I'm still Don Tremblay.

20 BY MR. TREMBLAY:

21 Q. And I'd like to put in front of you, Exhibit 3,
22 which is what we've identified as a trade secret list.

23 Your attorney off the record has been kind enough
24 to identify for me by virtue by the Wade Brown patent
25 application that is before -- currently before the U.S.

1 Patent Office and posted on the Internet. Some of the items
2 that you have listed on Exhibit 3, you no longer consider to
3 be today a trade secret because they're in that public
4 domain.

5 Is that a fair statement?

6 A. That's correct.

7 Q. And there are also some things identified
8 previously by you as a trade secret on Exhibit 3 that you
9 believe is or are still being used by Century Products that
10 you believe is no -- is still a trade secret; correct?

11 A. Correct.

12 Q. All right. That's the one thing I want to draw to
13 your attention.

14 Could you go to page 2 of the trade secret list,
15 Exhibit 3. I'm going to read. It says, "Tech process, WB,
16 t secret, Flexible Teflon die to prevent buildup."

17 Have I read that correctly?

18 A. Yes.

19 Q. Is that a trade secret today?

20 A. Yes.

21 Q. And it was a trade secret at the time you signed
22 your declaration; correct? That is, the June 18, 2004;
23 correct?

24 A. What was June 18 --

25 Q. That was when you signed the declaration.

1 A. Oh, yes, yes.

2 Q. So at the time you filed this with the court, it
3 was a trade secret?

4 A. Yes.

5 Q. And it is, to the best of your knowledge, not
6 revealed in the public domain through the revealing of the
7 patent application of Wade Brown; correct?

8 A. That's correct.

9 Q. Do you believe that the flexible Teflon die to
10 prevent buildup is being used by Century Products?

11 A. It might be used by Century Products.

12 Q. When did you come up with the flexible Teflon die
13 to prevent buildup?

14 A. This was when we're doing extrusions at the
15 extruder, three extruder houses that I mentioned earlier.

16 Q. Time frame?

17 A. 2000, 2001.

18 Q. So would that be Ecomat?

19 A. That would be Century-Board.

20 Q. "That would be Century-Board."

21 And that was before you ever dealt with Century
22 Products; correct?

23 A. Correct.

24 Q. Before you ever met John Taylor, if you recall?

25 A. I don't -- the first meeting I had with

1 John Taylor is sort of a mystery date for me. I'm not quite
2 sure when that was. It might have been the same time, but
3 we certainly had no work done between us.

4 Q. I may come back to some of these. Let me try to
5 get what we need to get done right now.

6 A. Okay.

7 Q. Are there any other listed items on Exhibit 3 that
8 you consider today to still be a trade secret of
9 Century-Board that you believe Century Products may be
10 using?

11 MR. JULANDER: On this list?

12 BY MR. TREMBLAY:

13 Q. On this list.

14 A. No, I believe that was the one.

15 Q. Okay. Now, are there any items -- and you can go
16 from top of page 1 to the bottom of page 2 and identify it
17 for me. Are there any items that you consider to still be a
18 trade secret today on Exhibit 3?

19 A. Yes.

20 Q. Okay. Would you mind just reading the portion as
21 you go down them slowly.

22 A. I did all this already in another copy, and it's
23 all marked. And it isn't such an easy thing to do, since it
24 takes a long time. We've already done it. We can bring it
25 in the morning.

1 Q. Yes.

2 A. We can save time.

3 Q. Very good. All right.

4 So that when you bring it in the morning, it will
5 tell me what no longer is a trade secret, it will tell me
6 what is a trade secret?

7 A. It will be marked in yellow, things that we still
8 consider trade secret only.

9 Q. Because they're not revealed in the patent
10 application?

11 A. Right.

12 Q. Now, it is only the Wade Brown patent application,
13 or is it the patent application -- three patent applications
14 that are currently --

15 A. It's the combination of the three, so they're
16 trade secrets not revealed in the patents.

17 Q. Now, going to Exhibit 2, is that which is
18 contained in Exhibit 2 a trade secret or trade secret still
19 today?

20 A. Including the attachment?

21 Q. Well, if you want to disinclude the attachment,
22 that means exclude from it, that's fine. You can make any
23 caveats that you want. Okay?

24 A. I believe --

25 Q. Pages 1 through 6?

1 A. Pages 1 through 6 are covered by the patent.

2 Q. So everything that's contained in Exhibit 1
3 through 6 is now public domain?

4 A. No, not quite, no. There's a few things in here,
5 a few isolated things that are still not in the -- that are
6 not in patents.

7 Q. That's fair.

8 Now let's exclude, for a moment, the Ecomat report
9 that's attached.

10 A. Yes.

11 Q. Does that make it easier for you?

12 A. Yes.

13 Q. Let's do that for a moment.

14 With regard to pages 1 through 6 of Exhibit 2, can
15 you identify for me what portions of Exhibit 2 are still
16 trade secrets as considered by you today? Remember, I'm a
17 layman.

18 A. That's not my problem.

19 Q. That's the first time.

20 A. The problem is that I'd have to be really
21 accurate. I'd have to go back and reread the patents
22 because I don't have them up here in total.

23 Q. Look, I want to be fair. You're not obliged to
24 tell us what you don't yet know. I can't force you to do
25 something in a deposition. All I can ask you is what you

1 know.

2 However, if you are willing to take a look at the
3 patent applications this evening and try to be able to
4 identify that information in the morning, I think it would
5 further the discovery process for all parties in this case,
6 including yourself.

7 MR. JULANDER: Is that okay with you?

8 THE WITNESS: That's fine.

9 MR. JULANDER: That's fine with me.

10 BY MR. TREMBLAY:

11 Q. That is, we'll do the same thing. In the morning
12 you'll come in, you'll identify those things for me. Okay.

13 MR. JULANDER: Okay.

14 MR. TREMBLAY: All right. Let's just finish,
15 we'll get you on the road.

16 For today, volume I.

17 Nothing for a separate transcript. Correct?

18 MR. JULANDER: Correct.

19 MR. TREMBLAY: Okay. 9:30 tomorrow morning,

20 Mr. Brown?

21 MR. JULANDER: Yes.

22 We'll put on the stipulation on tomorrow.

23 MR. TREMBLAY: No, I think she'll need her own
24 because she's not going to be here tomorrow.

25 MR. JULANDER: Oh, okay.

1 MR. TREMBLAY: Let's stipulate for the record that
2 we'll relieve the certified reporter of any obligations
3 under the Civil Code -- or Federal Rules of Civil
4 Procedures. Instead, it's an arbitration.

5 We're going to propose the following stipulation:
6 The original transcript will be prepared and delivered to
7 Mr. Julander's office for review by his client. We have a
8 January 9th arbitration date. Mr. Julander will attempt to
9 get this reviewed, corrected, and signed by his client --

10 Within what period of time, two weeks?

11 MR. JULANDER: Is two weeks fine?

12 THE WITNESS: All right.

13 MR. TREMBLAY: All right.

14 -- two weeks from the date of receipt.

15 Do we want to -- how long will it take to get
16 transcribed and to Mr. Brown?

17 (Deposition officer responds.)

18 MR. TREMBLAY: And your client will sign a
19 declaration under penalty of perjury under the laws of the
20 State of California. Agreed?

21 MR. JULANDER: Oh, yes.

22 MR. TREMBLAY: And you'll maintain the original.
23 We'll receive a copy.

24 You can send it to Mr. Robinson's office. I don't
25 need a copy. Mr. Robinson's office will take a copy.

1 The original will be lodged at the time of
2 arbitration upon request of any party. You'll maintain the
3 original until such time. If the original is lost, a
4 copy -- certified copy will act the same as the original.

5 MR. JULANDER: Agreed.

6 MR. TREMBLAY: You'll notify us of any changes in
7 letter form, but to both Mr. Robinson and I, of the page and
8 line number where the change is made and what the change is.

9 MR. JULANDER: Okay.

10 MR. TREMBLAY: And once we receive those changes,
11 then any copy will bear those changes, whether the original
12 is lost or not. Agreed?

13 MR. JULANDER: That's fine.

14 MR. TREMBLAY: Any other stipulations that are
15 required?

16 MR. JULANDER: I think that's it.

17 MR. TREMBLAY: Okay, gentlemen. Thank you very
18 much.

19 (The deposition session was concluded at
20 4:55 p.m.)

21
22
23
24
25

DECLARATION

I hereby declare I am the deponent in the within matter; that I have read the foregoing proceedings and know the contents thereof, and I declare that the same is true of my knowledge except as to the matters which are therein stated upon my information or belief, and as to those matters, I believe it to be true.

I declare under the penalties of perjury of the State of California that the foregoing is true and correct.

Executed on the 20th day of December 2005, at
Fat Myers, Florida, California.

Wade Brown
Wade Brown

1 STATE OF CALIFORNIA)

2) ss

3 COUNTY OF SAN DIEGO)

4
5 I, RUTH N. VALDIVIA, a Certified Shorthand Reporter,
6 do hereby certify:

7 That prior to being examined, the witness in the
8 foregoing proceedings was by me duly sworn to testify to the
9 truth, the whole truth, and nothing but the truth;

10 That said proceedings were taken before me at the
11 time and place therein set forth and were taken down by me
12 in shorthand and thereafter transcribed into typewriting
13 under my direction and supervision.

14 I further certify that I am neither counsel for, nor
15 related to, any party to said proceedings, nor in anyway
16 interested in the outcome thereof.

17 In witness whereof, I have hereunto subscribed my
18 name.

19
20 Dated: December 2, 2005

21
22
23
24 

25 RUTH N. VALDIVIA
CSR No. 11752, RPR

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Tab 1

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5 Attorneys for Plaintiff, CENTURY-BOARD USA, LLC
 6
 7

8 SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE
 9 CENTRAL JUSTICE CENTER
 10

11 CENTURY-BOARD USA, LLC, a New York)
 limited liability company,)
 12)
 Plaintiff,)
 13)

14 vs.)

15 CENTURY PRODUCTS, LLC, a California)
 limited liability company, AMEREN ENERGY)
 16 FUELS AND SERVICES COMPANY, an)
 Illinois corporation and DOES 1 through 50,)
 inclusive,)
 17)
 Defendants.)
 18

CASE NO. 04CC06893

HON. ROBERT H. GALLIVAN, JUDGE
 DEPARTMENT: C28

DECLARATION OF WADE BROWN IN
 SUPPORT OF PLAINTIFF'S EX
 APPLICATION FOR TEMPORARY
 RESTRAINING ORDER

DATE: June 24, 2004
 TIME: 8:30 a.m.
 DEPT: C28

COMPLAINT FILED: 06/18/2004
 TRIAL DATE: None Set

19
 20 DECLARATION OF WADE BROWN
 21

22 I, Wade Brown, hereby declare:

23 1. I am an individual and am a former employee of Defendant, CENTURY
 24 PRODUCTS, LLC ("Century Products"). I am also an officer and manager of Plaintiff,
 25 CENTURY-BOARD USA, LLC ("Century-Board"), with a one half ownership interest in the
 26 company. In addition, I am an officer and shareholder of Ecomat Nevada, Inc. ("Ecomat"), the
 27 original licensor of the technology which is the subject of this action. I have personal knowledge
 28 of each of the facts set forth in this declaration, and can competently testify thereto. I submit this

EXHIBIT
 DATE 11-17-05
 NAME WADE BROWN
 RUTH N. VALENTIA, RFR
 CSR NO. 11712

CEN0101/TRO Brown Dec16/18/04

DECLARATION OF WADE BROWN IN SUPPORT OF PLAINTIFF'S EX APPLICATION

JULANDER, BROWN & BOLLARD

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1 declaration in support of the ex parte application for temporary restraining order brought by
2 Century-Board.

3
4 **MR. BROWN'S BACKGROUND, EDUCATION AND EXPERIENCE**
5 **RELATED TO THE FACTS AND CIRCUMSTANCES SURROUNDING THIS ACTION.**

6 2. I am a research chemist by education with over 40 years of work experience in the
7 field of plastics chemistry. I have also run several companies as the chief executive officer.

8 3. I came upon an early, crude formulation of this synthetic wood product about 12
9 years ago which I have since used my expertise and experience in chemistry to develop into a
10 marketable product. I left my job as a director of marketing of Kaiser Composite five (5) years
11 ago when I founded Century-Board to pursue development of this product on a full time basis. For
12 part of that time, I was employed by Century Products as its Senior Vice President of Research and
13 Development.

14 4. In addition to my time, though Century-Board I have also invested at least
15 \$2,000,000 in research and development for this product. Prior to Century Products' involvement,
16 other third parties had invested an additional \$2,000,000 in the development of this product.

17
18 **THE BACKGROUND OF THE INDUSTRY AND THE**
19 **UNIQUENESS OF THE PRODUCT WHICH IS CENTRAL TO THIS LITIGATION.**

20 5. In many home improvement stores, synthetic wood products are being widely
21 touted and widely accepted as superior to traditional wood products for several important
22 characteristics including, low or no maintenance, durability, and longevity in many outdoor uses
23 such as decking, roof tiles, and siding. Just the decking portion of the synthetic wood industry has
24 grown to over \$1 billion in yearly sales with annual increases of over 20%.

25 6. Despite the enormous success of this industry, there are several significant issues
26 which have restrained the progress of synthetic wood products. The products which exist on the
27 market are mostly based on sawdust-filled polyethylene resins. However, these type of resins have
28 several drawbacks. The polyethylene resins are not as strong nor as stiff as the other primary

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1 group of resins known as urethane resins. Moreover, the urethane resins can be foamed, creating a
2 lighter product, where the polyethylene cannot. The urethane density or weight can be half that of
3 the polyethylene and still compete with it on mechanical properties.

4 7. In addition, the urethane resins are thermosetting resins, they go from liquid to
5 solid, like an egg, and like a cooked egg, cannot be returned to the liquid state. Even when heated
6 the urethane resins stay hard — they don't melt. Polyethylene, on the other hand, starts out solid,
7 can be melted, and when cooled, it turns solid again. Like butter, polyethylene can be remelted
8 over and over again — and will soften when heated. This is a big disadvantage in building
9 products.

10 8. While urethane has many superior qualities to polyethylene, the urethane resins
11 have one major drawback which has prevented their widespread use in the synthetic wood
12 industry; the cost. Urethane resins typically cost over three (3) times as much as polyethylene
13 resins. And, prior to my work, no one had been able to reduce this cost by using a significant
14 percentage of fillers to reduce the amount of resin needed.

15 9. Working over 12 years, I discovered a formulation using urethane resins which
16 incorporated as much as 85% filler. By doing this, I was able to obtain all of the significant
17 advantages of urethane resins while reducing the cost to be similar to or even lower than
18 sawdust-filled polyethylene resins.

19 10. My system uses liquid 2-part urethanes that are mixed with dry fillers and the result
20 is a thick cement-like mixture that can be cast or formed into various shapes and used for building
21 products. The 2-part urethanes used are made of an "A" part and a "B" part, just like 2-part epoxy
22 resins sold in hardware stores. The "A" part can be made up of any number of components called
23 polyols, and the "B" part can also be made up of various highly reactive chemicals called
24 isocyanates.

25 11. To get a good, strong and lightweight final product, the mixture is generally foamed
26 by adding water, which results in carbon dioxide gas being generated, and the urethane mixture
27 then develops small bubbles in it which remain in the urethane mixture as it cures.

28 ///

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12. To get proper curing or hardening of the urethane resin mixture, one (1) or more catalysts are added which speed up the reaction so a formed part can be handled in minutes if necessary. Other chemicals are also added to improve the uniformity of the bubbles and wetting of the filler with the liquid resin. Pigments are also added to give color.

13. The filler is a critical component and the major component. Nearly non-destructible fillers like sand, coal ash, and waste ground glass are used. All are fire resistant, which adds another great benefit to the products. This formulation is unique to the industry in every respect and is proprietary to Century-Board.

14. How the urethane resins and other component parts are mixed and formed into products is also part of the technology I developed. An extruder can be used to mix the ingredients which is unheard of in this industry. The end products are formed in casting molds or continuous belts that have a shaped portion in them to mold the part. This system is therefore unique to the industry, very valuable and proprietary to Century-Board. (Century-Board's proprietary formula and manufacturing process will hereinafter be referred to as the "Century-Board Process" or the "Process.")

THE BACKGROUND OF THE RELATIONSHIP BETWEEN CENTURY-BOARD AND Century Products.

15. I originally purchased the rights to the original formulation for making synthetic wood from a urethane based system with high amounts of filler through Ecomat. I remain the substantial majority shareholder of Ecomat.

16. This began my 12 year odyssey to bring this product based on the Century-Board Process to market. Over this period of time, and prior even to the formation of Century Products, Ecomat, together with the original inventor, other chemists and engineers worked on the research and development for the Century-Board Process.

17. From this effort, four (4) patents were issued for the Century-Board Process and assigned to Ecomat.

///

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18. In addition, Ecomat received many government grants from the United States Environmental Protection Agency, the United States Department of Energy, the State of New York, the City of New York and electric utilities to further the research and development.

19. Through all of this expense and effort, an efficient and cost effective formulation of the Process was produced. This was put to use and products using the Process were made on a very small scale sufficient to test the claims I made in connection with the Process. In fact, product was sold and income was produced. However, because the operation was done mostly by hand, cost efficiency could not be achieved without a larger production facility.

20. Also, the first exclusive license was entered into for the manufacture of the products based on the Century-Board Process in the exclusive territory of the New York City area.

21. For the next step in order to bring the Process to market, I sought out investors willing to put up money to create a demonstration plant for the bigger scale production of products. For this purpose, I formed Century-Board which is equally owned by myself and Ecomat. All of the technology relating to the Process owned by Ecomat, including the patents, was exclusively licensed to Century-Board with the right to sublicense.

22. I was eventually led to John Taylor and Edward Butteriss, of Global Tadelinks, LLC ("Global"). Messrs. Taylor and Butteriss traveled to New York, where Ecomat and Century-Board were operating, to see the products and Century-Board Process. After satisfying themselves as to the validity of my claims regarding the efficacy of the Process, they agreed to enter into a business relationship to attempt to apply the Process on a larger scale basis.

23. On October 18, 2001, Global, Ecomat and Century-Board entered into a six month Option Agreement for Commercial Sublicense (the "Option Agreement") over certain rights to exploit the Century-Board Process. Global paid \$30,000 for option and agreed to pay \$350,000 for the sublicense upon exercising the option. Mr. Taylor is an attorney. In this capacity, Mr. Taylor drafted each of the documents which constituted the Option Agreement. Neither Ecomat, Century-Board, nor myself were represented by counsel in this transaction.

24. The Option Agreement gave Global the option to purchase an exclusive sublicense for the Process in California, Nevada, Arizona, and Utah, and two foreign countries.

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25. As part of the Option Agreement, the parties entered into a sublicense agreement (the "Sublicense Agreement"). A true and correct copy of the Sublicense Agreement is attached hereto as Exhibit 1. Under the terms of the Sublicense Agreement:

a. Century-Board granted to Global an exclusive sublicense to manufacture products based on the Process in the exclusive territory. (Sublicense Agreement, Art. 2.)

b. Century-Board also agreed to convey to Global the confidential, trade secret information associated with and including the Process and which was not a part of the patents. (The "Trade Secrets;" Sublicense Agreement, Art. 3.)

c. In connection with this transfer of information, Global agreed not to disclose the Trade Secrets and not to use the Trade Secrets contrary to the uses permitted by the Sublicense Agreement. (Sublicense Agreement, section 4.1.)

d. Other than disclosures required by law (section 4.2.2), the Sublicense Agreement provided that Global would only be permitted to disclose the Trade Secrets, consistent with the Sublicense Agreement, to Global's representatives and to other necessary persons "involved in the . . . Licensed Plant or the marketing of the Products; . . ." (Sublicense Agreement, section 4.2.1.)

e. Upon exercise of the option, Global agreed to pay a License Fee of \$350,000. (Sublicense Agreement, section 5.1.)

f. Global agreed to pay a Royalty of five percent (5%) of gross revenues received on the sale of products. (Sublicense Agreement, section 6.1.)

g. Global agreed to disclose to Century-Board any improvements to the Process, to allow Century-Board to inspect the manufacturing plant, to furnish drawings and technical data related to improvements to the Process, and to allow Century-Board to disclose the improvements to its third party licensee's for their use. (Sublicense Agreement, section 8.1.)

h. Global also agreed to allow Century-Board's third party licensees to visit the manufacturing plant during operation and to provide the visitors with performance data. (Sublicense Agreement, section 8.2.)

///

1 i. Century-Board retained the absolute right to inspect the manufacturing
2 plant(s) and to set specifications for quality control of the products. (Sublicense Agreement,
3 section 8.3.)

4 26. In other words, the Sublicense Agreement created a type of partnership or joint
5 venture between Century-Board and Global to establish a demonstration plant for the further
6 development and marketing of the Century-Board Process.

7
8 **SIGNIFICANT FUNDING WAS OBTAINED TO UNDERTAKE THE PROCESS**
9 **OF DEVELOPING AN OPERATION TO COMMERCIALIZE THE PRODUCTION.**

10 27. Based on the Option Agreement and the Sublicense Agreement, Mr. Taylor and Mr.
11 Butteriss set out to procure financing for the demonstration plant. As part of this process, Global
12 assigned all of its interest in the Option Agreement and Sublicense Agreement to Century
13 Products. Both Mr. Taylor and Mr. Butteriss are members, managers, and officers of Century
14 Products. Century Products was in fact successful in obtaining some private funding to begin the
15 work of establishing the demonstration plant.

16 28. Prior to the expiration of the Option Agreement, on March 18, 2002, Century
17 Products, as the assignee of Global, and Century-Board executed a Confidential First Amendment
18 to Option Agreement for Commercial Sublicense (the "Extension Agreement") A true and correct
19 copy of the Extension Agreement is attached hereto as Exhibit 2. In return for monthly payments
20 totaling \$15,000, Century Products was granted a six (6) month extension of the Option
21 Agreement.

22 29. In the Extension Agreement, the parties reconfirmed that an important part of the
23 purpose of the Option Agreement was "the setting up and payment by Grantee [Century Products]
24 of facilities for Grantor [Century-Board] in Southern California to conduct certain research and
25 development work and produce samples of product." (Extension Agreement, Article 3; Exhibit 2.)

26 30. Prior to the expiration of the Extension Agreement, Messrs. Taylor and Butteriss
27 located a electric utility company, Defendant, AMEREN ENERGY FUELS AND SERVICES
28 COMPANY ("Ameren"), which agreed to provide financing for the project.

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31. As a condition of this financing, Ameren purportedly requested all of the documentation relating the proprietary rights to the Process for production of the products be re-confirmed in new written agreements. As a result, the various parties executed the following documents on or effective as of, November 26, 2002:

- a. A Restated Exclusive License Agreement between Ecomat and Century-Board;
- b. A Note Purchase Agreement between Century Products and Ameren;
- c. An Employment Agreement between myself and Century Products (the "Employment Agreement");
- d. An Amended and Restated Option Agreement for Commercial Sublicense between Century-Board and Century Products (the "Amended Option"); and
- e. An Amended and Restated Commercial Sublicense Agreement between Century-Board, Ecomat, me and Century Products (the "Amended Sublicense," or the "Sublicense" a true and correct copy of which is attached hereto as Exhibit 3).

32. Mr. Taylor also drafted each of these agreements, except the Note Purchase Agreement. Century-Board, Ecomat and I remained unrepresented in connection with the execution of each of these documents.

33. Mr. Taylor presented me with this substantial amount of documents for execution and failed to give me the time or the opportunity to review and understand the documents before I was required to sign them. I received the documents on Friday evening and was told to have them back to Mr. Taylor on Monday, November 25, 2002. I had no time to consult counsel.

34. In presenting these documents to me, Mr. Taylor represented that as to the Amended Option and Amended Sublicense agreements, they were merely a restatement of the original Option Agreement and Sublicense Agreement. Based on this representation, I did not seek outside counsel and I executed the amended agreements without thorough review.

///

///

///

1 **THE AMENDED SUBLICENSE CONDITIONS AND OBLIGATIONS**
 2 **WHICH CHANGE THE TERMS OF THE ORIGINAL SUBLICENSE AGREEMENT.**

3 35. The primary document governing the relationship of the parties is the Amended
 4 Sublicense. Under the terms of the Amended Sublicense:

5 a. The parties set forth their intention and understanding in executing the
 6 document as being "in order to correct the improper denomination of Ecomat, acknowledge the
 7 assignment to Licenses [Century Products] of Global's rights under the Original Agreement,
 8 provide for an extension of the Licensed Territory, and provide for other mutually beneficial
 9 changes in the terms and conditions hereof." (Amended Sublicense, Recital A, p. 1.)

10 b. Century-Board granted to Century Products an exclusive sublicense to
 11 manufacture products based on the Century-Board Process in the exclusive territory and extended
 12 a non-exclusive license to sell throughout the United States. (Amended Sublicense, Art. 2.)

13 c. Century-Board also agreed to convey to Century Products the Trade Secrets
 14 associated with the Process and which was not a part of the patents. (Amended Sublicense, Art.
 15 4.) Century-Board had in fact already conveyed the Trade Secrets to Century Products.

16 d. In connection with this transfer of information, Century Products agreed not
 17 to disclose the Trade Secrets and not to use the Trade Secrets contrary to the uses permitted by the
 18 Amended Sublicense. (Amended Sublicense, section 5.1.)

19 e. Other than disclosures required by law (section 5.2(b)), the Amended
 20 Sublicense provided that Century Products would only be permitted to disclose the Trade Secrets,
 21 consistent with the Amended Sublicense, to Century Products's representatives, sublicensees and
 22 to other necessary persons "involved in the . . . Licensed Plant or the marketing of the
 23 Products; . . ." (Amended Sublicense, section 5.2(a).) The Amended Sublicense does not allow
 24 Century Products to disclose Trade Secrets for the purposes of product development or
 25 improvement or innovation of the Process.

26 f. Century Products agreed to pay the same Royalty of five percent (5%) of
 27 gross revenues received on the sale of products with a new caveat reducing the rate to four percent
 28 (4%) for products "not covered by a Valid Claim." (Amended Sublicense, section 8.1 & 8.2(b).)

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g. Century Products agreed to disclose to Century-Board any improvements to the Process and to furnish drawings and technical data related to improvements to the Process. (Amended Sublicense, section 10.1.) However, the Amended Sublicense no longer allowed Century-Board to disclose the improvements to its third party licensee's for their use. (Cf Sublicense Agreement, section 8.1(f).)

h. The Amended Sublicense no longer allowed Century-Board's third party licensees to visit the manufacturing plant during operation and no longer provided the visitors with performance data. (Cf Sublicense Agreement, section 8.2.)

i. Century-Board's no longer retained the absolute right to set specifications for quality control of the products. (Cf Sublicense Agreement, section 8.3.) Under the Amended Sublicense, Century-Board and Century Products are to "use their best efforts to establish, as practical, mutually acceptable, minimum reasonable specifications" for the products. (Amended Sublicense, Art. 6.)

36. In other words, the Amended Sublicense substantially omitted the provisions of the Sublicense Agreement which had been the basis of a partnership or joint venture between Century-Board and Global to establish a demonstration plant for the further development and marketing of the Process. Had I understood this on any level, I would never have signed this document.

THE NATURE OF THE TRADE SECRETS AND

THE EFFORT TO MAINTAIN THEIR SECRECY

37. In conjunction with the promises under the Sublicense Agreement and the Amended Sublicense, Century-Board did in fact convey the Trade Secrets to Century Products. A true and correct copy of the list of Century-Board trade secrets is filed under seal herewith as Exhibit 12.

38. The Trade Secrets included many details of the Process which were far advanced beyond the original patents. And while some of the Trade Secrets are part of a patent application, the application has not been yet to be granted and until the application is granted the only

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1 protection Century-Board has to maintain the proprietary nature of those Trade Secrets is to protect
2 the Trade Secrets from disclosure. A substantial portion of the information which constitutes the
3 Trade Secrets is protected only by non-disclosure.

4 39. The Trade Secrets were communicated to Century Products through a Trade Secret
5 Manual which disclosed the substance of the Trade Secrets in a such a manner as to allow Century
6 Products to use the information needed to produce products from the Century-Board Process. A
7 true and correct copy of the Trade Secret Manual is filed under seal herewith as Exhibit 11.

8 40. The Trade Secrets have always been the subject of substantial efforts to maintain
9 their secrecy. The efforts were formalized into a trade secret protection plan. The plan called for
10 limited disclosure of the Trade Secrets on a "need to know" basis. All such individuals were
11 required to sign confidentiality agreements before any information was conveyed. The Trade
12 Secret Manual was not to be copied and access was also limited on a "need to know" basis.

13 Quarterly and semi-annual reviews of the trade secret protection plan were to be conducted and
14 annual audits of the program were to take place to ensure the program was working. Finally, one
15 individual was charged with implementing and tracking the program. A true and correct copy of
16 the memo outlining the Trade Secret Protection Program is filed herewith as Exhibit 5.

17 41. To the best of my knowledge, the program was working and the Trade Secrets were
18 protected up to the date my employment was terminated by Century Products. I never allowed
19 anyone, vendor or not, to go through the plant while any Trade Secret information was available or
20 would be disclosed and I never discussed the Trade Secrets with anyone, vendor or not, in any
21 manner which would reveal information material to the Trade Secrets.

22
23 **MR. BROWN'S EMPLOYMENT AND HIS TERMINATION.**

24 42. I had been working with Century Products for 6 months prior to executing the
25 Employment Agreement which commenced on November 26, 2002. I was officially hired as the
26 Senior Vice President of Research and Development for a minimum two (2) year period. My
27 duties were described as: "Employee shall provide management and technical direction in the
28 development of production of Century-Board lumber and building materials products."

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1 43. I actively worked for Century Products under the Employment Agreement seeking
2 to make the Century-Board Process work to produce products on a large scale basis. Although the
3 Process had not changed from prior successful operations, substantial difficulties were met when
4 we attempted to run the Process through a large extruder purchased by Century Products to
5 increase production capacity to a commercial level. Much effort was made to resolve this
6 problem, including making changes to the Process, making changes to the operation of the
7 extruder and consulting outside extruder experts. It was apparent the extruder was simply too big
8 to effectively mix the Process and no one was able to fix the problem.

9 44. As a result of this difficulty, much pressure was put on me by Century Products and
10 Ameren to make the Process work and for Century-Board to substantially reduce or eliminate the
11 fees it would charge under the sublicense and for an expanded exclusive territory.

12 45. In early February, Century Products hired an engineer, Dr. Fyodor Shutov ("Dr.
13 Shutov"), who had no expertise or experience in the resin systems that were part of the Century-
14 Board Process.

15 46. At about this time, I was able to implement a new forming machine which
16 significantly improved the products and gave Century Products and Ameren hope the problem had
17 been solved.

18 47. Within two (2) weeks thereafter, Century Products sent me a letter dated February
19 23rd terminating my employment effective February 18th. A true and correct copy of this letter is
20 attached hereto as Exhibit 4.

21 48. After my termination, I was not allowed in the demonstration plant despite the fact I
22 am also the representative of Century-Board, the sublicensor.

23
24 **IRREPARABLE INJURY WILL OCCUR IF**
25 **CENTURY PRODUCTS ARE NOT RESTRAINED FROM DISCLOSING AND**
26 **IMPROPERLY USING THE CENTURY-BOARD PROCESS**

27 49. I understand that Century Products has now disclosed the Century-Board Process to
28 potential vendors. The Century-Board Process consist of nuances which have made the products

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1 derived from the Process better. However, it is the Process itself which was innovative and which
2 took so much time and effort to discover.

3 50. As set forth in the memo containing the Trade Secret Protection Plan (Exhibit 5),
4 the Trade Secrets are to be disclosed only on a "need to know" basis. Prior to my departure from
5 Century Products, such individuals were only given access to that part of the Process information
6 which was necessary to perform the tasks associated with that person or vendor. And as set forth
7 in the Amended Sublicense (Exhibit 3), the Trade Secrets are to be kept confidential with the only
8 disclosure permitted to Century Products's representatives, sublicensees and to other necessary
9 persons "involved in the . . . Licensed Plant or the marketing of the Products; . . ." (Amended
10 Sublicense, section 5.2(a).)

11 51. The Amended Sublicense does not allow Century Products to disclose Trade
12 Secrets for the purposes of product development or improvement or innovation of the Process.

13 52. Throughout the time the Trade Secrets were developed and especially while I was
14 working with Century Products, I did not allow chemical companies and affiliated vendors to have
15 any information as to the whole of the Century-Board Process or the process which comprises the
16 balance of the Trade Secrets. I knew that chemical companies employ chemists who would easily
17 understand the Process and who would be able to exploit that information in an effort to sell their
18 chemicals. I also knew from my years of experience in the chemical industry that the various
19 participants, manufacturers and purchasers of chemicals, communicate regularly. If a chemical
20 manufacturer wanted to increase its sale of chemicals, it could easily give information relating to
21 the Process to my competitors who would then have a significant, unfair advantage in competition
22 with me.

23 53. Therefore, even if Century Products had each potential vendor sign a confidentiality
24 agreement, this would be ineffective to protect the Trade Secrets. The Process is to Century-Board
25 what the eleven herbs and spices are to Kentucky Fried Chicken. It will become impossible to
26 stop violations of confidentiality agreements because there will be so many out there in the hands
27 of sophisticated companies who are very capable of understanding and using the Process.

28 ///

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JULANDERBROWN LARD

PAGE 15

1 54. Although Century Products may not have disclosed the Trade Secret Manual or the
2 list of Trade Secrets, disclosure of the Process to a person or entity with sophistication in urethane
3 resins would allow that person or entity to avoid the 12 years of work and the millions of dollars
4 spent to develop the Process. From that point, it would be substantially easier to make marketable
5 synthetic wood.

6 55. If Century Products is stopped now from further disclosures, Century-Board would
7 have an opportunity to establish the extent of the disclosure and to make an effort to stop potential
8 violators of confidentiality agreements.

9 I declare under penalty of perjury, under the laws of the State of California, that the
10 foregoing is true and correct and that this declaration was executed this 18 day of June, 2004, at
11 Fort Myers, Florida.

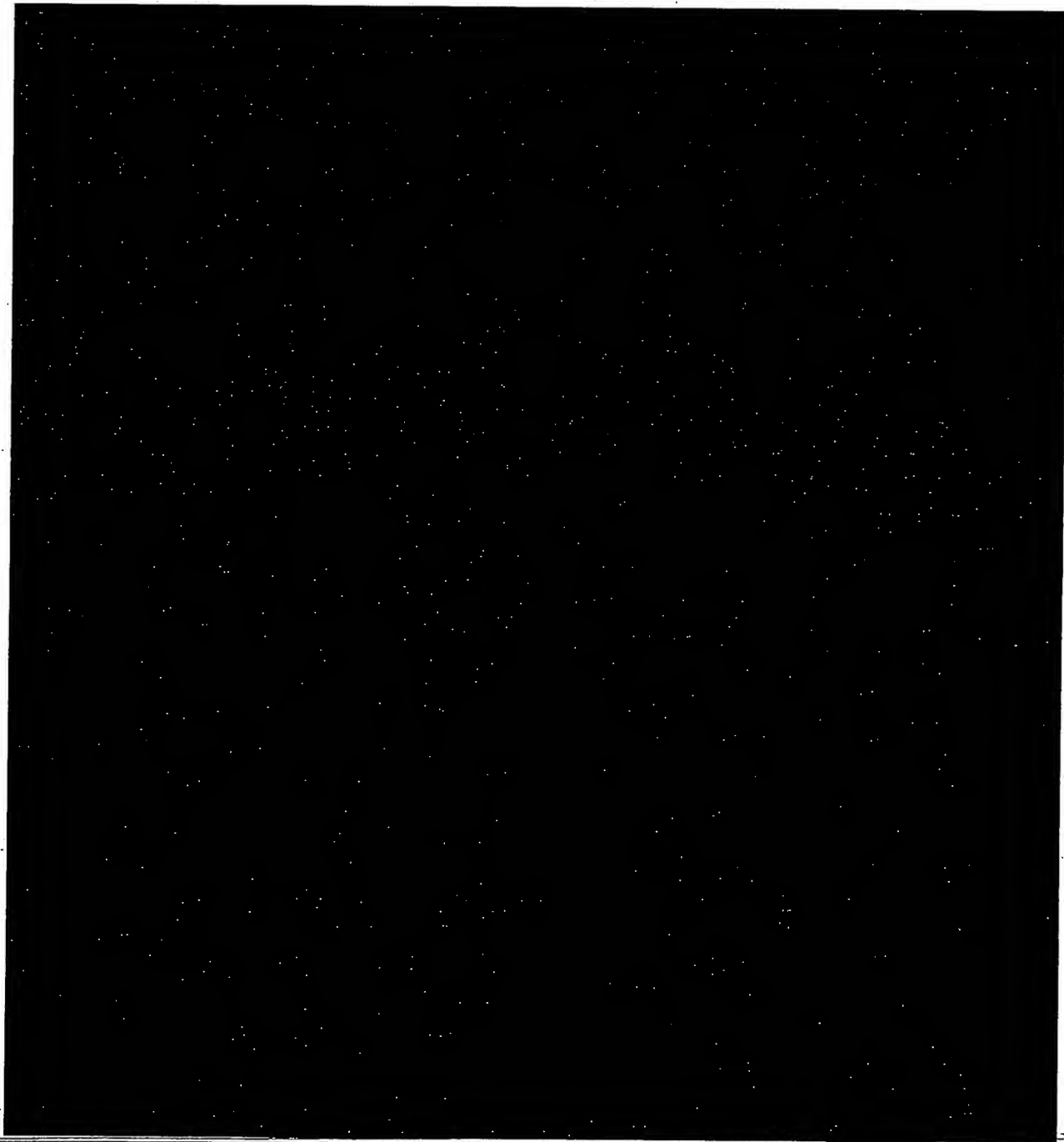
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13 Wade Brown
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Tab 2

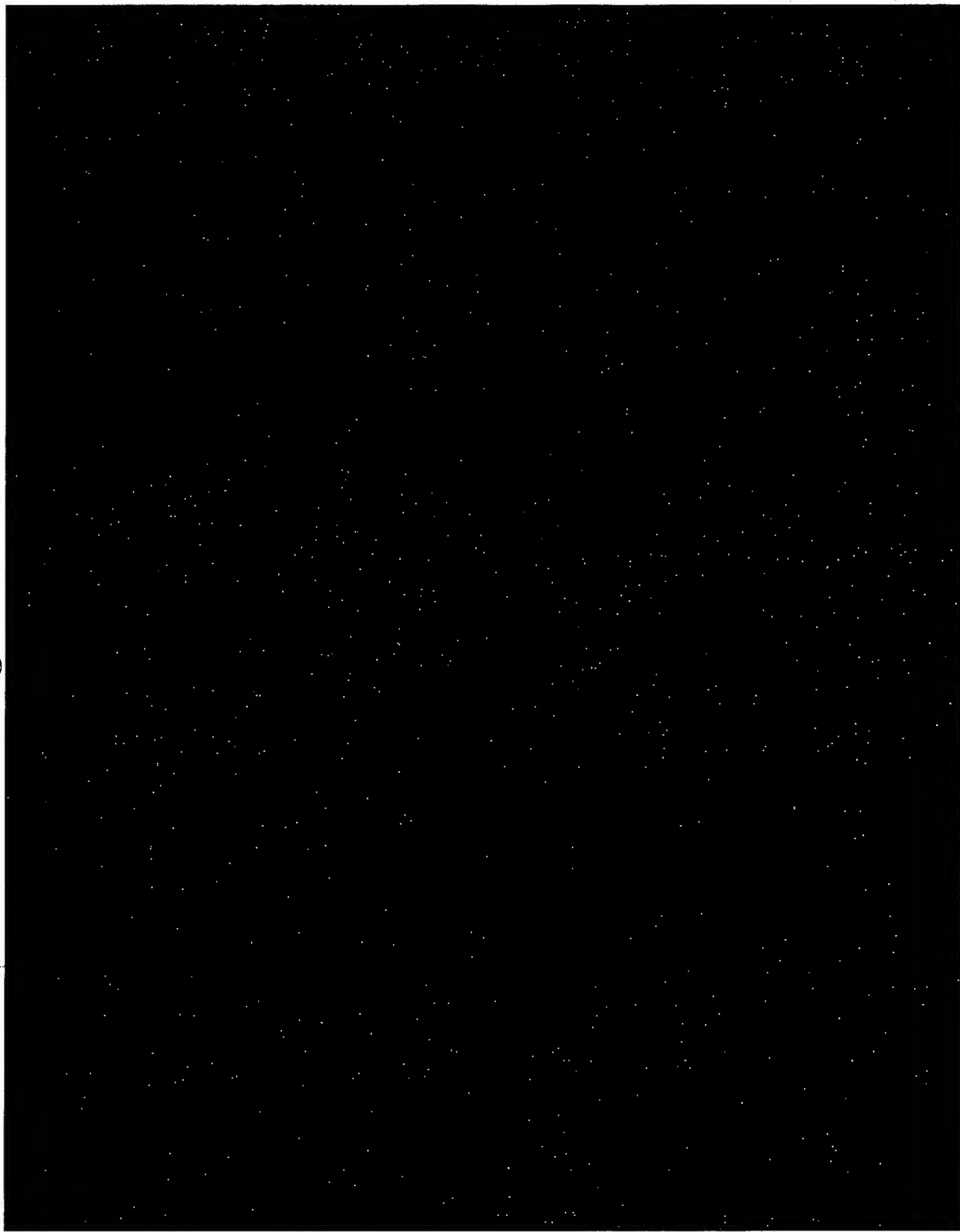
Century-Board Proprietary Chemistry & Process

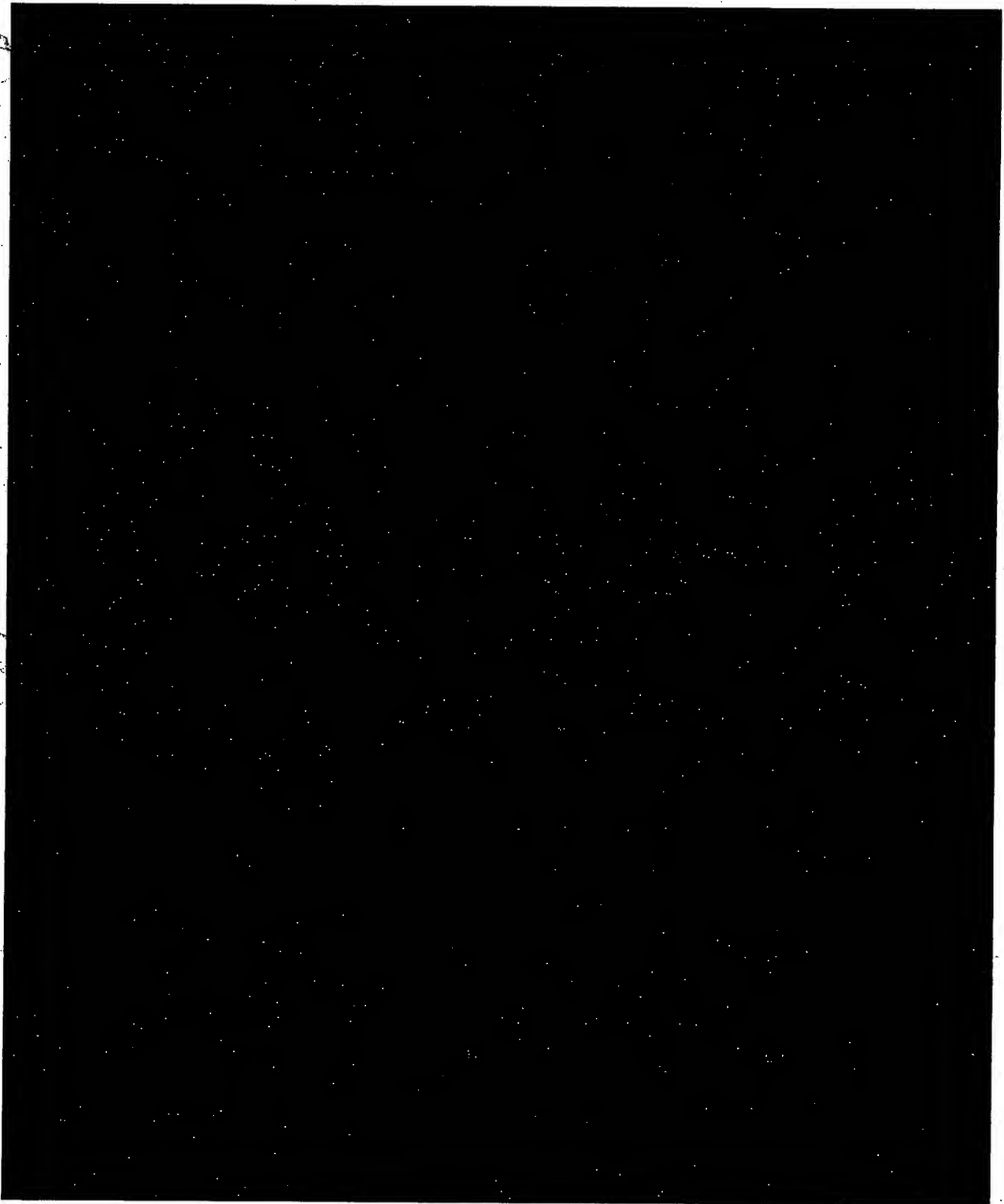
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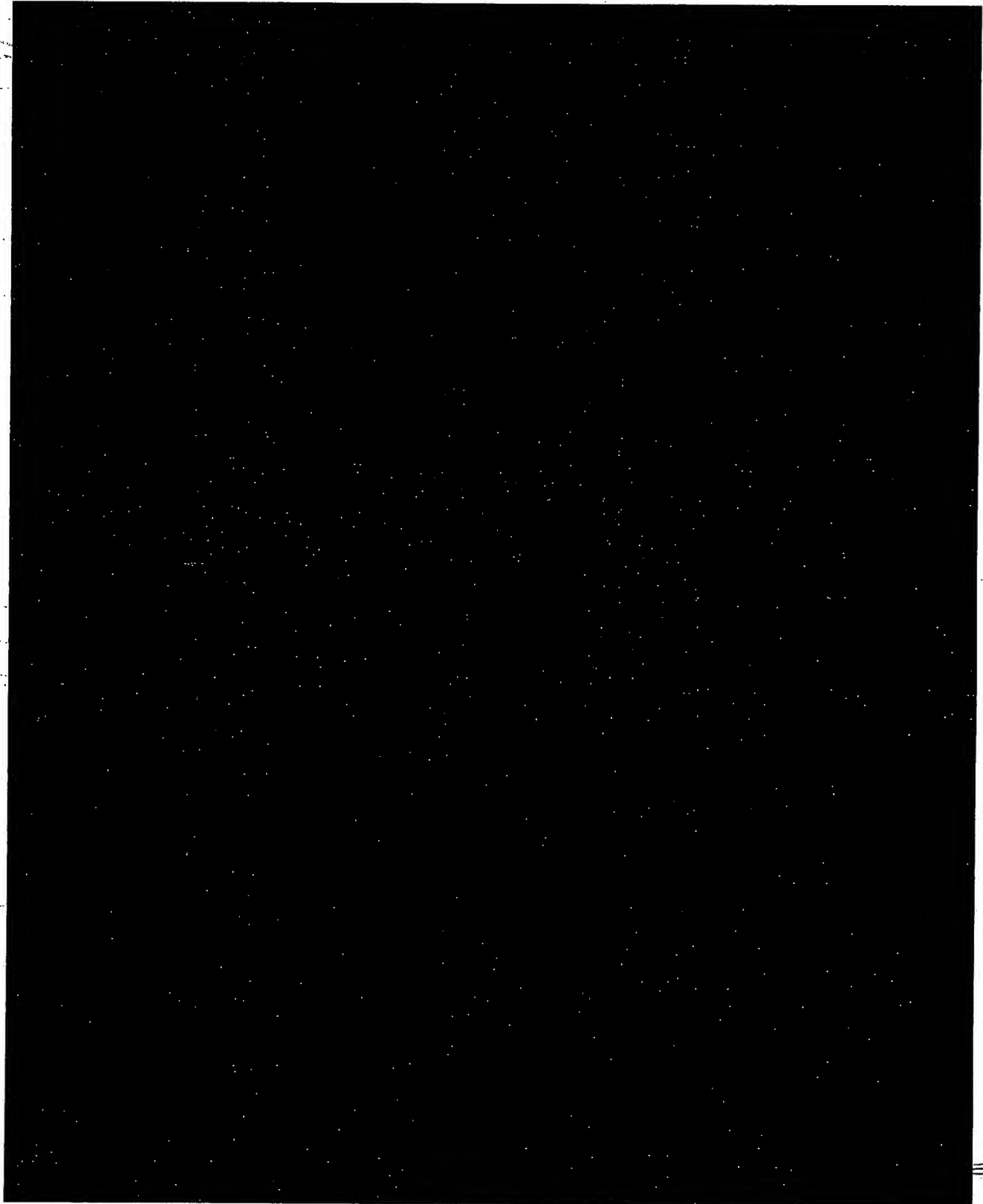


Century-Board Confidential Information

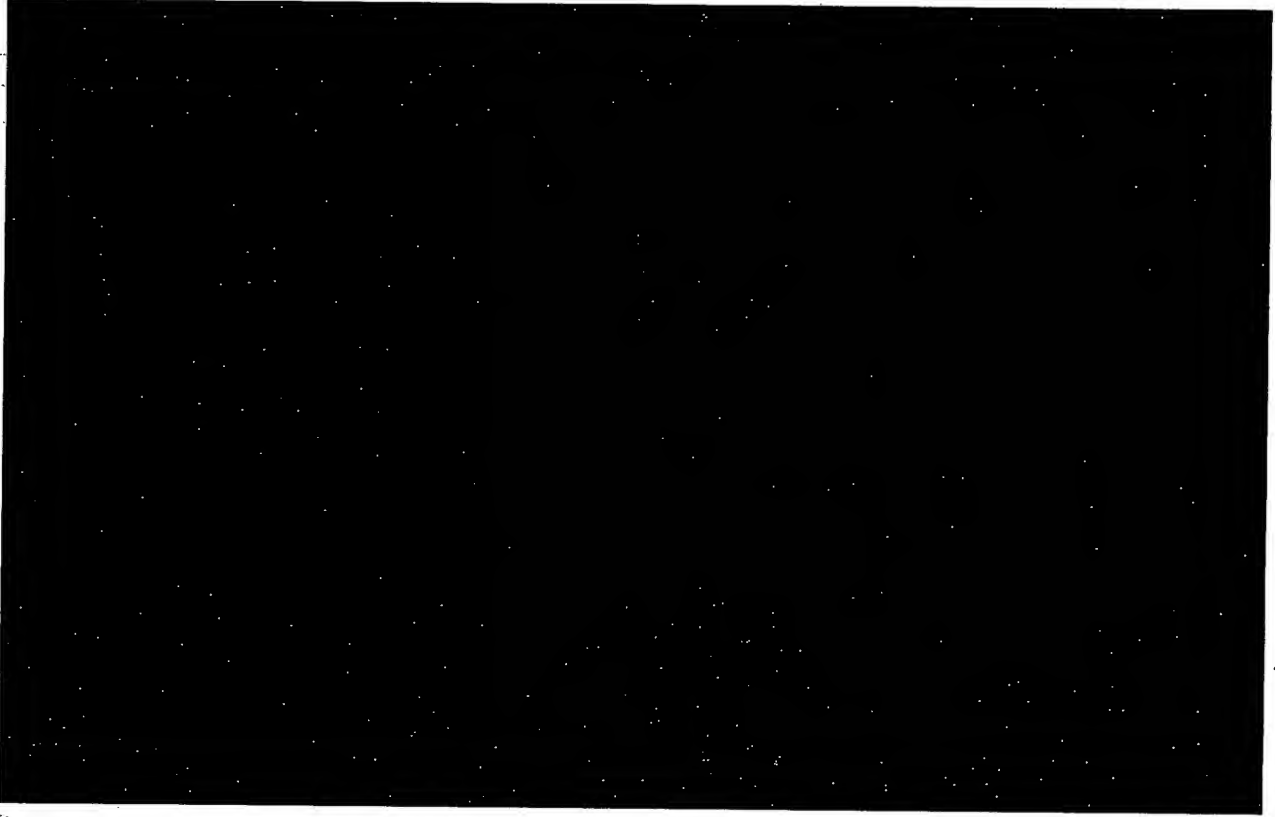


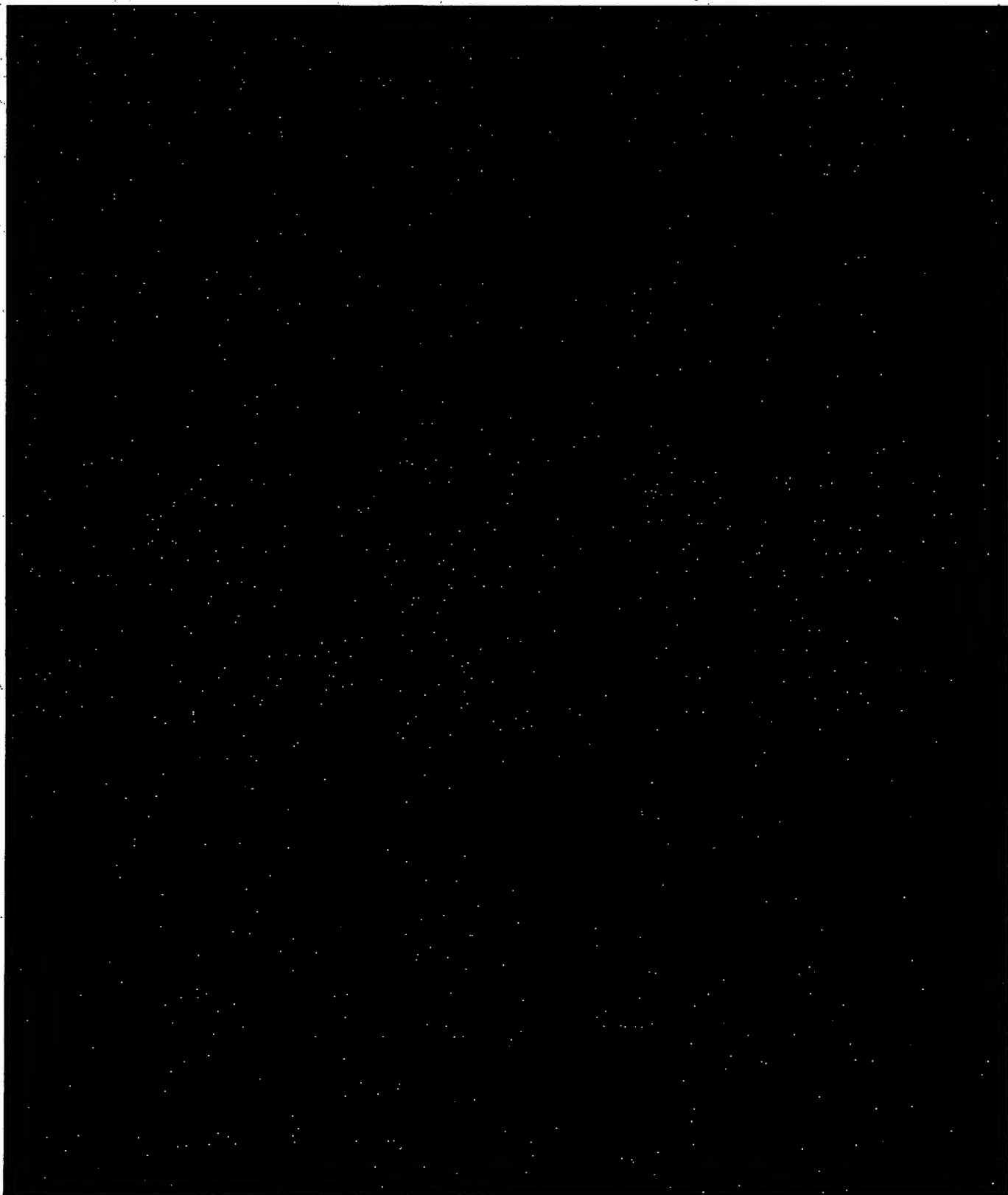


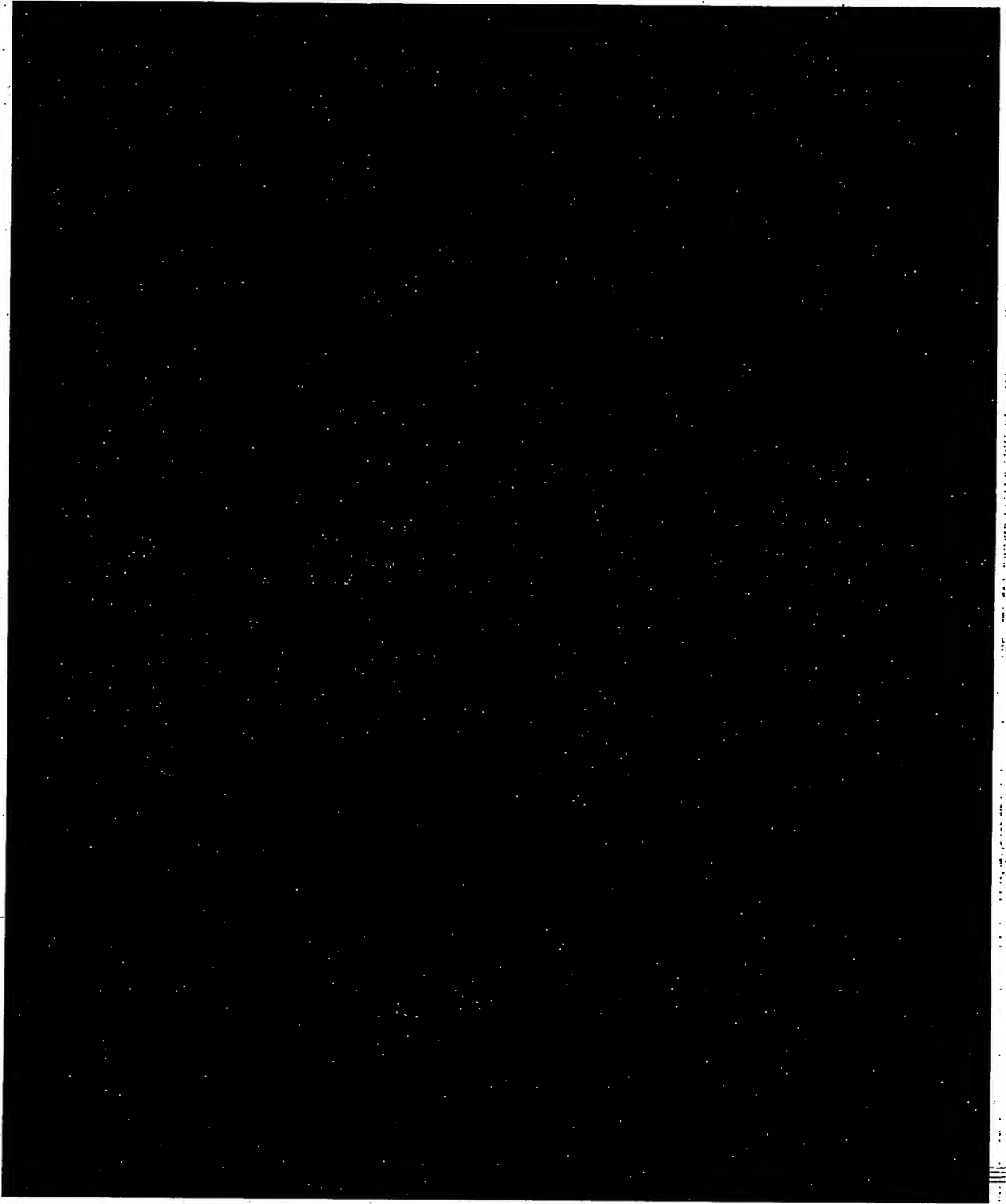


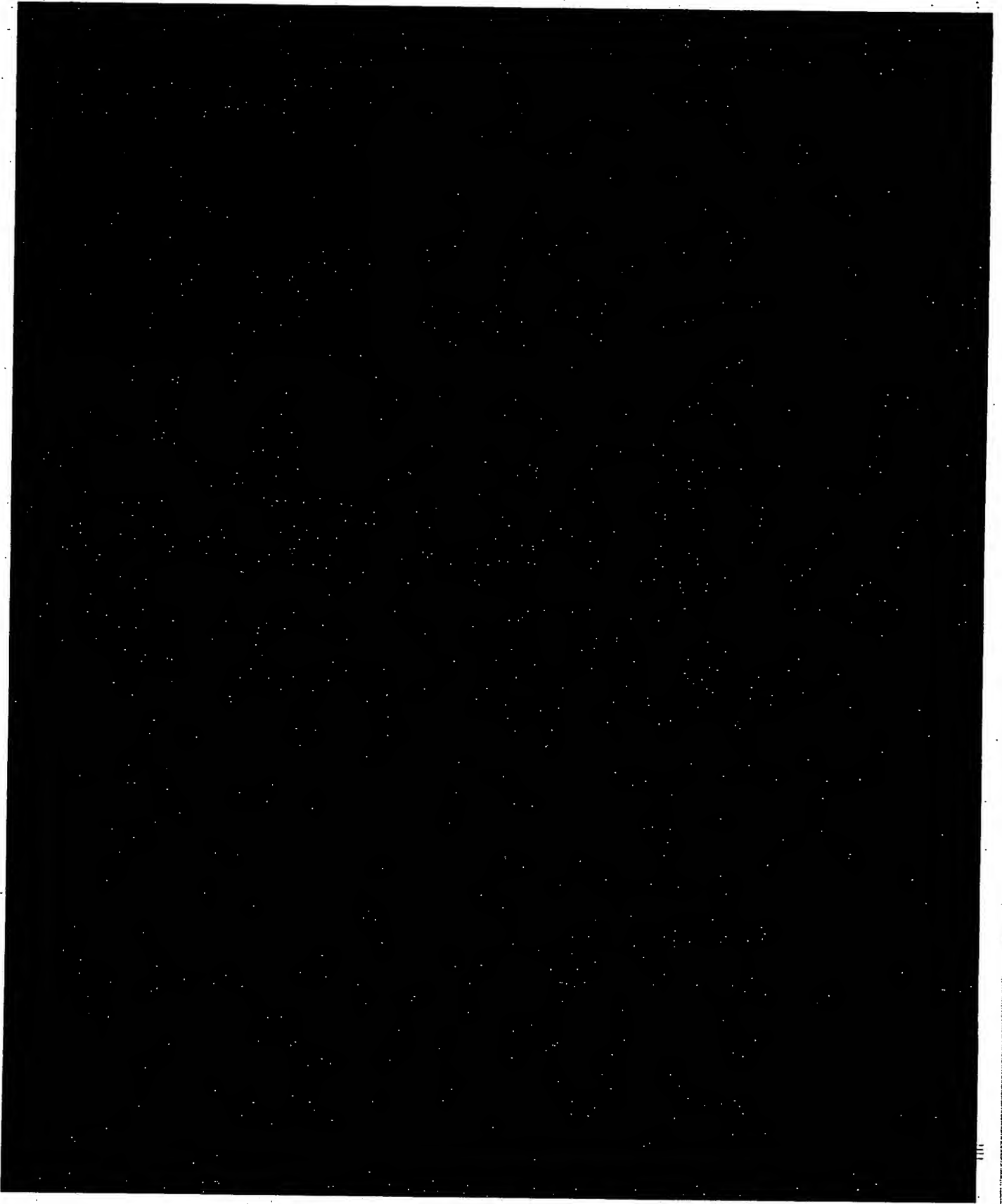












Tab 3

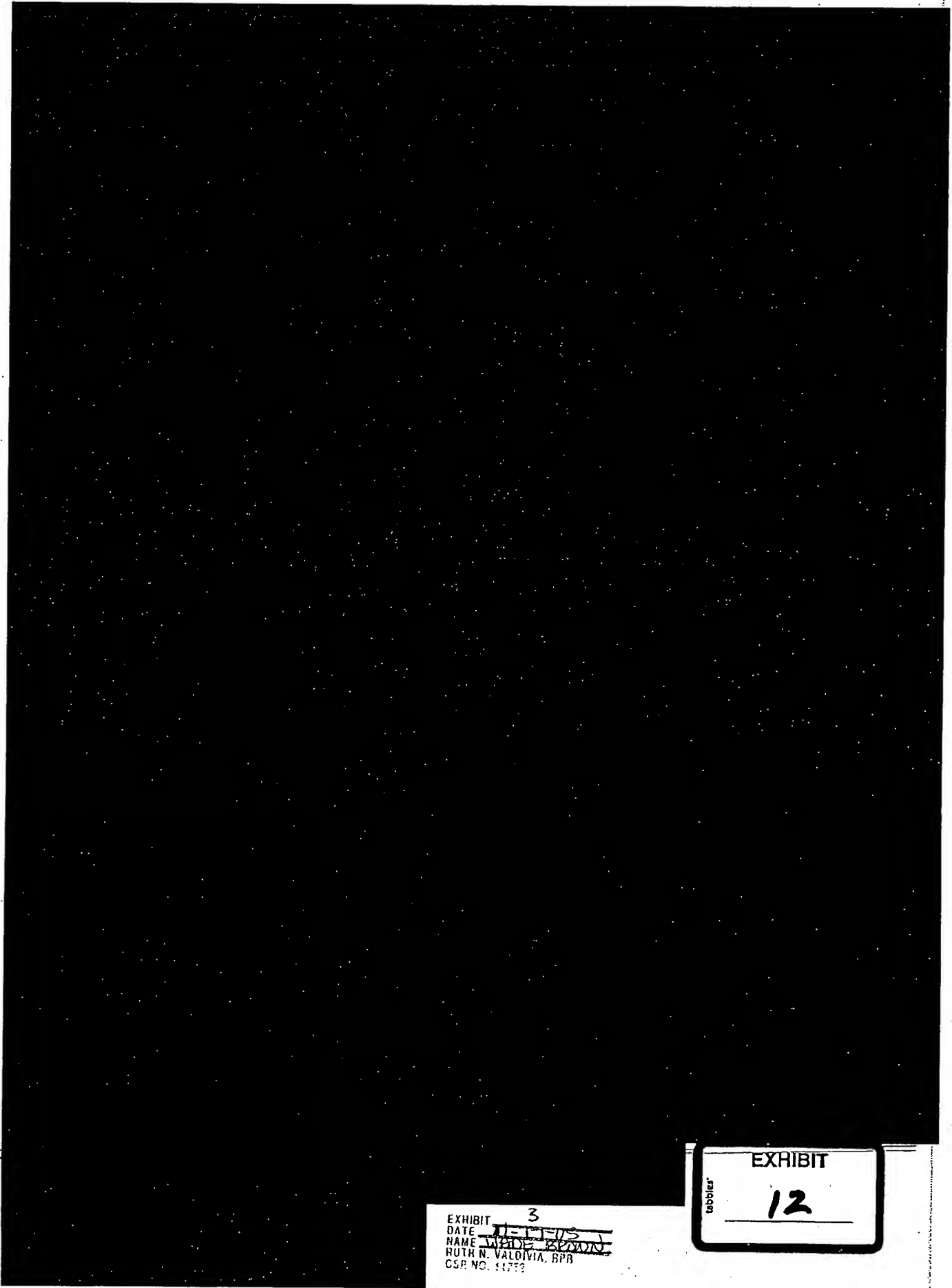


EXHIBIT 3
DATE 11-11-75
NAME WIDE BROWN
RUTH N. VALDIVIA, BPR
CSR NO. 11773

EXHIBIT
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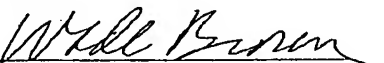
Deposition of: Wade Brown
 Date of Deposition: Nov 17, 2005
 In the matter of: Century-Board & Century Products
 [Volume I, Corrected Dec 20, 2005]

The following are the corrections which I have made to my transcript:

PAGE #	LINE #	CORRECTION	REASON FOR CORRECTION
13.	11...	inventory to inventor.....	Mis recorded
30	21	Kappase to Kap Pease	Mis recoded
31	18	Century-Board to Century-Board West	Mis recoded
43	18	Six to twelve	I misspoke
45	20	Ardsley	Mis recoded
52	9	Epoxies	Mis recoded
60	16	Zack	Mis recoded
66	2	Yes	I misunderstood the question
71	15	Zack	Mis recoded
93	9	Zack	Mis recoded
95	16	Yes	I now remember there is a broad Century-Board agreement covering Z Taylor's inventions.
101	9	Zack	Mis recoded
102	7	Zack	Mis recoded
167	16-17	(I have no idea what this 1 st sentence means, and I can't figure it out.)	Mis recoded

I, the undersigned, declare under penalty of perjury, that I have read the above-referenced deposition transcript and have made any corrections, additions or deletions that I was desirous of making; that the transcript contains my true and correct testimony.

EXECUTED this 20th day of December
 2005,
 at Fort Myers Florida


 (Deponent)

Law Offices of

JULANDER, BROWN & BOLLARD

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Facsimile: (949) 477-6355

Of Counsel:
Artin P. Naser, Esq.

FILE NUMBER:
CEN01-03

December 27, 2005

Sent Via Facsimile to 858/535-0763
With Confirmation by U.S. Mail

Robert Robinson, Esq.
4330 La Jolla Village Drive
Suite 330
San Diego, CA 92122

Re: Century-Board USA, LLC adv. Century Products, LLC
JAMS, Ref. No. 1220033832

Dear Mr. Robinson:

Enclosed is a copy of Wade Brown's errata sheet setting forth the corrections to the transcript of his deposition taken on November 17, 2005 in the above-referenced matter. Also enclosed is a copy of the executed declaration page from the transcript dated December 20, 2005.

If you have any questions regarding the above or the enclosed, please feel free to contact our office.

Very truly yours,



Elizabeth Lewis, Legal Assistant
JULANDER, BROWN & BOLLARD

EAL:hs

Enclosures

cc: Century-Board USA, LLC

JAMS

CENTURY PRODUCTS, LLC, a
California limited liability
company,

Claimant,

vs.

CENTURY-BOARD USA, LLC, et al.

Respondents.

ORIGINAL

CASE NO. 1220033832

CONFIDENTIAL

CONFIDENTIAL

DEPOSITION OF WADE BROWN

VOLUME I

SAN DIEGO, CALIFORNIA

NOVEMBER 17, 2005

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FILE NO.: 9F0996C

DECLARATION

I hereby declare I am the deponent in the within matter; that I have read the foregoing proceedings and know the contents thereof, and I declare that the same is true of my knowledge except as to the matters which are therein stated upon my information or belief, and as to those matters, I believe it to be true.

I declare under the penalties of perjury of the State of California that the foregoing is true and correct.

Executed on the 20th day of December 2005, at
Fort Myers, Florida, California.

Wade Brown
Wade Brown

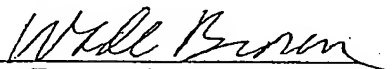
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I, the undersigned, declare under penalty of perjury, that I have read the above-referenced deposition transcript and have made any corrections, additions or deletions that I was desirous of making, that the transcript contains my true and correct testimony.

EXECUTED this 20th day of December
 2005,
 at Fort Myers Florida


 (Deponent)